

FILED

BK

NOV 1 1980

AGREEMENT NO. 60-380

PETER McNAMARE, Clerk

LEASE

By Jan Carson
DEPUTY

3 THIS LEASE is made the 28th day of October, 1980,
4 between Dr. Earl Fisher (LANDLORD), and the COUNTY OF YOLO, a political
5 subdivision (TENANT), who agree as follows:

6
7 RECITALS:
8

9 This lease is made with reference to the following facts and objectives:

10 1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT, and TENANT
11 hereby hires on the terms and conditions hereinafter set forth, those
12 certain premises situated in the City of Woodland, County of Yolo,
13 California, and described as follows:

14 A building comprising approximately 1718 square feet located
15 on a portion of the property at the northeast corner of
16 Lincoln Avenue and First Street, said area being more
17 commonly known as 455 First Street.
18

19 2. USE. The premises shall be used and occupied only for the purpose of
20 County offices or any other office use reasonably related thereto.
21

22 3. TERM OF LEASE AND OPTION TO EXTEND TERM

23 A. Term The term of the lease shall commence on the date
24 of TENANT'S acceptance of premises, as set forth below,
25 and expire on September 30, 1982.
26
27
28

1 B. Completion of Construction and Modifications. LANDLORD shall
2 complete the construction and modification required by
3 "Exhibit A" within 60 days after the effective date of this
4 lease agreement. The period for completion of construction shall
5 be extended by the time needed to perform the additional
6 construction covered by any change order requested by TENANT
7 and authorized by LANDLORD, and by any delay due to causes
8 beyond the reasonable control of LANDLORD or LANDLORD'S
9 contractor. If LANDLORD does not complete the construction by
10 January 21, 1981, for any reason except delays caused by
11 authorized change orders requested by TENANT, after that date
12 either party can terminate this lease at any time before the
13 required construction is completed, by giving notice to the
14 other party.

15
16 C. Taking of Premises. LANDLORD shall notify TENANT of the
17 expected date for substantial completion of LANDLORD'S
18 construction obligations at least 10 days before that date.
19 After LANDLORD notifies TENANT of the date, TENANT shall
20 have the right to enter the premises to commence equipping
21 and fixturing the premises, as long as the entry does not
22 interfere with LANDLORD or LANDLORD'S contractor.
23 TENANT shall take possession of the premises on substantial
24 completion of LANDLORD'S construction obligations required
25 by this exhibit.
26 If TENANT enters the premises as provided in this paragraph,
27 all the provisions of the lease shall be in full force and
28 effect except the rent provisions.

1 D. Acceptance of Premises. Within 5 working days after
2 LANDLORD has notified TENANT that the improvements of the
3 premises have been substantially completed (whether or
4 not TENANT is then in possession of the premises as allowed
5 by paragraph 3C), TENANT shall deliver to LANDLORD a list of
6 items that TENANT deems it necessary that LANDLORD complete
7 or correct in order for the premises to be acceptable.
8 LANDLORD shall immediately commence to complete or correct
9 the items, except those that it contends are not justified.
10 If TENANT does not deliver the list to LANDLORD within the
11 5 day period, TENANT shall be deemed to have accepted the
12 premises and approved the construction.

13
14 E. Option to Extend Term. TENANT is given the option to
15 extend the term of all provisions contained in this lease
16 for a four year period ("extended term") following expiration
17 of the initial term, by giving written notice of exercise
18 of the option ("option notice") to LANDLORD not later
19 than June 30, 1982; provided however, that the rent amounts
20 shall be renegotiated upon the exercise by TENANT of said
21 option.

22
23 4. HOLDING OVER. If TENANT, with LANDLORD'S consent, remains in
24 possession of the premises after expiration or termination of the
25 term or after the date in any notice given by LANDLORD to TENANT
26 terminating this lease, such possession by TENANT shall be deemed
27 to be a month-to-month tenancy terminable on thirty (30) days'
28 notice given at any time by either party. All provisions of this

1 lease except those pertaining to term and option to extend shall
2 apply to the month-to-month tenancy.

3
4 5. RENT.

5 A. Minimum Monthly Rent. TENANT shall pay, as the minimum monthly
6 rent, the sum of EIGHT HUNDRED AND FIFTY NINE AND NO/100 (\$859.00)
7 DOLLARS to the LANDLORD, by County Warrant, on the first day of
8 each month during the term of this lease, commencing on the first
9 day of the first full month of the term of this lease.

10 This basic rental recognizes the amortized cost of the building
11 modifications shown in the attached "Exhibit A", and is
12 approximately \$0.50 per square foot for the modified office space.
13 Rent for any period during the term hereof which is for less
14 than one month shall be a pro rata portion of the monthly
15 installment. The foregoing monthly rental rate includes TENANT'S
16 use of common areas and parking lots.

17 B. Real Property Taxes. LANDLORD shall pay all real property taxes
18 applicable to the premises; provided however, that TENANT shall
19 pay, as additional rent, a proportionate share, as hereinafter
20 defined, of any property taxes assessed against said premises,
21 over the amount of such taxes in the 1980-1981 tax year. For
22 purposes of this paragraph, "proportionate share" shall be the
23 ratio between the value of the leased premises compared to the
24 value of the total improvements, of which the leased premises
25 are a part, said ratio to be determined by the County of Yolo
26 Assessor.

27 6. UTILITIES. TENANT shall pay all charges for utilities used on the
28 leased premises during the lease term.

1 7. REPAIRS AND ALTERATIONS.

- 2 A. LANDLORD agrees to maintain the roof and outside walls, including
3 painting as necessary. TENANT agrees to pay for all regular and
4 periodic maintenance costs of the heating and air conditioning
5 to a maximum of \$150. LANDLORD shall pay for that portion of the
6 cost of any repairs to the heating and air conditioning system
7 exceeding \$150. TENANT shall pay for any plumbing repairs
8 occasioned as a result of TENANT's occupancy, as well as all
9 interior painting and other repairs to the interior of the premises.
10 B. LANDLORD agrees to maintain parking lot and other common areas.

- 11
12 8. GLASS. TENANT agrees to replace immediately, at TENANT's cost and
13 expense, all plate glass and windows and skylights broken or destroyed
14 by accident or act of third parties or by TENANT'S agents or employees.

- 15
16 9. ALTERATIONS. TENANT will not make or suffer to be made, any alterations
17 of the said premises, or any part thereof, without the written consent
18 of the LANDLORD first had and obtained, and that any additions to,
19 or alterations of, the said premises, except movable furniture and
20 trade fixtures, shall become at once a part of the realty and belong
21 to the LANDLORD.

- 22
23 10. WASTE: TENANT will not commit, or suffer to be committed, any waste
24 upon said premises, or any public or private nuisance.

- 25
26 11. TENANT'S FURNISHINGS. TENANT shall have the right to furnish and
27 install such counters, movable partitions, shelves, or other fixtures
28 and equipment and non-structural modifications necessary to fulfill

1 the stated uses of the premises by TENANT, as in the judgment of
2 TENANT may be appropriate, and all such alterations and improvements
3 that may be required by TENANT shall be done at the cost, charge
4 and expense of TENANT, and all such alterations, additions, or improve-
5 ments, counters, shelving, movable partitions, or other fixtures and
6 equipment placed therein by TENANT shall remain the property of TENANT
7 and may be removed therefrom upon the expiration of this lease or any
8 extension thereof, or any sooner termination thereof, and TENANT
9 agrees to make any repairs to the premises for damage occasioned by
10 such removal.

11
12 12. INSURANCE.

13 A. Liability Insurance. During the term of this lease, TENANT
14 shall, at its own expense, maintain in full force, a policy
15 or policies of public liability insurance insuring LANDLORD
16 and TENANT against liability for injury for persons and property,
17 and for death of persons arising from any accident, injury or
18 damage occurring in, on, or about the premises, or any portion
19 of them arising from any act, omission, or negligence of
20 TENANT or its contractors, licensees, agents, servants, or
21 employees.

22
23 B. Property Insurance.

24 (1) LANDLORD shall obtain and keep in force during the term
25 of this lease, a policy or policies of insurance covering
26 loss or damage to the premises, but not to TENANT'S fixtures,
27 equipment, or TENANTS improvements in the amount of the
28 full replacement value thereof, providing protection against

1 all perils included within the classification of fire,
2 extended coverage, vandalism, malicious mischief, special
3 extended perils (all risk) but not plate glass insurance.

4 (2) TENANT shall pay to LANDLORD, during the term hereof, in
5 addition to the rent, the amount of any increase in premiums
6 for the insurance required under this paragraph, over and
7 above such premiums being paid at the commencement of the
8 term of this lease, whether such premium increase shall be
9 the result of the nature of TENANT'S occupancy, any act
10 or omission of TENANT, requirements of the holder of a
11 mortgage or deed of trust covering the premises, or
12 increased valuation of the premises or general rate increases.

13 (3) TENANT shall pay any such premium increases to the LANDLORD
14 within 30 days of receipt by TENANT of a copy of a premium
15 statement or other satisfactory evidence of the amount due.
16 If the insurance policy maintained hereunder covers other
17 improvements in addition to the premises, LANDLORD shall also
18 deliver to TENANT a statement of the amount of such increase
19 attributable to the premises and showing in reasonable detail,
20 the manner in which such amount was computed. If the term
21 of this lease shall not expire concurrently with the expiration
22 of the period covered by the insurance, or TENANT'S liability for
23 premium increases shall be prorated on an annual basis.

24 13. WAIVER OF SUBROGATION. The parties release each other, and their
25 respective authorized representatives, from any claims for damage to
26 any person or to the premises and the building and other improvements
27 in which the premises are located, and to the fixtures, personal
28 property, TENANT'S improvements, and alterations of either LANDLORD

1 or TENANT in or on the premises and the building and other improve-
2 ments in which the premises are located that are caused by or result
3 from risks insured against under any insurance policies carried by
4 the parties and in force at the time of any such damage.

5 Each party shall cause each insurance policy obtained by it to provide
6 that the insurance company waives all right of recovery by way of
7 subrogation against either party in connection with any damage
8 covered by any policy. Neither party shall be liable to the other
9 for any damage caused by fire or any of the risks insured against
10 under any insurance policy required by this lease.

11
12 14. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD
13 harmless from and against any and all claims arising from any act,
14 omission, or negligence of TENANT, or its contractors, licensees,
15 agents, servants, or employees.

16
17 15. ASSIGNMENT AND SUBLTTING. TENANT shall not assign nor sublease the
18 said premises, or any part thereof, without the written consent of
19 LANDLORD first had and obtained, and that a consent to one assignment
20 or subletting shall not be construed as a consent to any subsequent
21 assignment or subletting.

22
23 16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
24 performable by TENANT shall be construed to be both a covenant and
25 a condition.

26
27 17. WAIVER. One or more waivers by LANDLORD of any covenant or condition
28 shall not be construed as a waiver of a subsequent breach of the

1 same or any other covenant or condition. LANDLORD's consent to or
2 approval of any act by TENANT requiring LANDLORD's consent or approval
3 shall not be deemed to waive or render unnecessary LANDLORD's consent
4 to or approval of any subsequent similar act by TENANT.
5

6 18. LANDLORD'S ACCESS. LANDLORD and LANDLORD'S agents shall have the
7 right to enter the premises at reasonable times for the purpose of
8 inspecting the same, showing the same to prospective purchasers,
9 lenders, or lessees, and making such alterations, repairs, improve-
10 ments or additions to the premises or to the building of which they
11 are a part as LANDLORD may deem necessary or desirable. LANDLORD may
12 at any time place on or about the premises any ordinary "For Sale"
13 signs and LANDLORD may at any time during the last 120 days of the term
14 hereof place on or about the premises any ordinary "For Lease" signs,
15 all without rebate of rent or liability to TENANT.
16

17 19. NOTICES. All notices required by this Agreement shall be in writing, and
18 shall be served by deposit in the U.S. Mail, postage paid, and addressed
19 as follows:
20

21 TENANT: DIRECTOR OF GENERAL SERVICES AGENCY
22 COUNTY COURTHOUSE
23 725 COURT STREET
 WOODLAND, CALIFORNIA 95695

24 LANDLORD: DR. EARL FISHER
25 402 PENDEGAST STREET
 WOODLAND, CALIFORNIA 95695
26
27
28

1 20. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be
2 binding upon and inure to the benefit of the heirs, executors,
3 administrators, successors, and assigns of LANDLORD and TENANT.
4

5 IN WITNESS WHEREOF, the parties hereto have executed this lease on the
6 day and year first above written.
7

8 LANDLORD:

9
10 Earl Fisher

11
12 TENANT:

13
14 Thurgood J. Marshall
15 CHAIRMAN OF THE BOARD OF SUPERVISORS
16

17 ATTEST:

18
19 PETER McNAMEE, COUNTY CLERK

20
21 By Jan Orser

22 Deputy
23
24 (SEAL)
25
26
27
28

EXHIBIT A

Yolo County Agreement for lease of property located at 455 First Street, Woodland, CA. 95695

LANDLORD shall complete the following construction and modifications in accordance with the conditions specified in paragraphs 3B, 3C, and 3D of the basic lease agreement.

1. West Suite (Suite A)

- a. Replace carpeting in reception rooms and common areas
- b. Replace floor tiles in treatment and dental rooms or preferably replace with carpeting.
- c. Remove X-ray equipment from dental room
- d. Remove small one-drawer counters that are attached to east walls of treatment rooms
- e. Remove & cover over exposed plumbing and wiring protruding from floors and walls in various rooms.
- f. Rehabilitate laboratory room
- g. Cover over various holes in walls and repaint interior walls as needed. Same for exterior of door to reception room.

2. East Suite (Suite B)

- a. Replace faded carpeting in treatment rooms and common areas.
- b. Cover exposed plumbing and wiring in various rooms. Cover holes in walls and repaint as needed.
- c. General clean-up and rehabilitation in both suites.
- d. Remove the two non load-bearing walls dividing the three treatment rooms. Replace these two walls with folding room dividers.
- e. Remove sink and cabinet fixtures from the three treatment rooms.

3. Other.

- a. Construct an inter-connecting locking door between Suites A and B

AGREEMENT NO. 80-381

FILED

SUBDIVISION IMPROVEMENT AGREEMENT

NOV 3 1980

Subdivision No. 2782

Unit No. 4-A

(Larchmont Summerfield)

PETER McNAMEE, Clerk
By *Julie H. [Signature]*
DEPUTY

THIS AGREEMENT is made and entered into on this 28th

day of October, 1980, by and between _____

M. J. BROCK AND SONS, INC.

hereinafter referred to as "Subdivider" and the County of Yolo,
hereinafter referred to as "County."

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2782, Unit No. 4-A and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit No. 4-A, public improvements including but not limited to street improvements consisting of concrete curbs, gutters, sidewalks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works, and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 5, Division 2, Title 7 of the California Government Code. The amount of such "Improvement Securities" shall be as follows:

Subdivision Improvement Agreement
cont.

- (1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee faithful performance.
- (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee payments to contractors, laborers, and materialmen.
3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit \$ 9,943.22 for said purpose.
5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit No. 4-A.
6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$500,000 in respect to personal injuries and/or death of any one person, \$1,000,000 in respect to personal injuries or death for any one occurrence and \$500,000 in respect to property damage in any one occurrence.
7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
8. That the completion of the development of said Subdivision No. 2782 Unit No. 4-A shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part

Subdivision Improvement
Agreement continued.

8. Cont.'

or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of \$1,100.00 guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five-hundred dollars (\$500.00) whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.

14. Any extension of time hereunder shall not operate to release the surety on the improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

Subdivision Improvement
Agreement continued.

16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

ATTEST:
PETER McNAMEE, Clerk

By Rickie M. Magalana
Deputy

Recommended for approval to the Board
of Supervisors of the County of Yolo.

Lloyd H. Roberts
LLOYD H. ROBERTS,
Director of Public Works

COUNTY OF YOLO,

By Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN,
BOARD OF SUPERVISORS

Approved as to form:

Calvin E. Brock
County Counsel

SUBDIVIDER,

By Carl J. Brock
M. J. BROCK AND SONS, INC.

Date: Nov. 3, 1980

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

} ss

ON September 30, 19 80 before me, the
undersigned, a Notary Public in and for said County and State, personally appeared
CARROLL E. BROCK known to me to be the

Vice President, ~~xxx~~



~~Notary Public~~ of the Corporation that executed the within instru-
ment and the officers who executed the within instrument on behalf of the Corpora-
tion therein named, and acknowledged to me that such Corporation executed the
within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature

Sylvia L. Willis

FILED

OCT 28 1980

PETER McNAMEE, Clerk

By

DEPUTY

AGREEMENT NO. 80-382

(Agreement for Special Services)

THIS AGREEMENT, dated for convenience this 28th day of October, 1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY") and RON McGEE (hereinafter referred to as "CONTRACTOR")

WITNESSETH:

RECITALS:

1. The board of supervisors of a county is authorized by Government Code Section 31000 to contract for special services on behalf of a county with persons specially trained, experienced, expert, and competent to perform special administrative services.

2. The Board of Supervisors desires to contract with such a person to provide special administrative services to the County and its Personnel Services Agency.

3. CONTRACTOR represents that he is such a person and desires to enter into a contract for, and to provide such services, to COUNTY.

AGREEMENTS:

1. Services. CONTRACTOR, for and in consideration of the covenants, conditions, agreements, and stipulations set forth in this Agreement does hereby agree to furnish the following described special administrative services exclusively to COUNTY and its Personnel Services Agency during the term of this agreement:

A. Representation of the COUNTY as its chief negotiator in meeting and conferring with all employee representation units except the Management and Confidential Unit and the Sheriff's Safety Management Unit.

1 B. Interpretation of the provisions of Memoranda of Understand
2 between the County and employee organizations.

3 C. Development of an employer-employee relations policy for the COUN

4 D. Development and implementation of process for acting upon propos
5 for determination or redetermination of employee representation units.

6 E. Training COUNTY management and supervisors in labor relatio
7 evaluations, and supervisory skills.

8 F. To act on behalf of the Director of Personnel as a level of rev
9 of employee grievances.

10 G. Representation of the COUNTY before the Labor Relations Panel
11 the Affirmative Action Hearing Board.

12 H. Development of an employee suggestion award program.

13 I. Development of an employee recognition program.

14 J. Supervise staff responsible for the administration of CO
15 worker's compensation and unemployment insurance programs.

16 K. In performing these services, the CONTRACTOR shall report to
17 Director of Personnel; provided, however, that CONTRACTOR shall have di
18 access to the Board of Supervisors in matters concerning labor negotiatio

19 2. LICENSES. CONTRACTOR shall secure and maintain throughout the term
20 this Agreement all licenses, permits, qualifications and approvals
21 whatsoever nature which are legally required for CONTRACTOR to practice
22 profession or to perform the expert professional services required in
23 Agreement.

24 3. STANDARDS. CONTRACTOR shall perform all service required pursuant to
25 Agreement in the manner and according to the standards observed by a compe
26 practitioner of the profession in which CONTRACTOR is engaged. All

1 products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to
2 this Agreement shall be prepared in a substantial first-class and workmanlike
3 manner and conform to the standards of quality normally observed by a person
4 practicing in the CONTRACTOR'S profession.

5 4. ASSIGNMENT OR SUBLETTING. No performance of this Agreement or any portion
6 thereof may be assigned or subcontracted by CONTRACTOR without the express
7 written consent of COUNTY and any attempt by the CONTRACTOR to assign or
8 subcontract any performance of this Agreement without the express written
9 consent of COUNTY shall be null and void and shall constitute a breach of this
10 Agreement.

11 5. INDEMNITY AND DEFENSE. COUNTY agrees to extend to CONTRACTOR as to any
12 action or proceeding on account of an act or omission of CONTRACTOR within the
13 scope of services for COUNTY provided pursuant to this Agreement, those rights
14 of indemnification, including the right that the County pay any judgment or
15 pay any compromise or settlement, of a claim or action and right to provision
16 for a defense of actions or proceedings as are granted to employees of a
17 public entity against such public entity by the provisions of Division 3.6 of
18 Title 1 of the California Government Code.

19 6. TERMINATION. Either party shall have the right to terminate this
20 Agreement at its sole discretion at any time upon ninety (90) days' written
21 notice to the other party. The COUNTY shall also have the right to terminate
22 this Agreement immediately for failure of the CONTRACTOR to comply with the
23 terms and conditions of this Agreement. In the case of early termination, a
24 final payment will be made to the CONTRACTOR upon receipt of a report covering
25 compensation earned to termination. In the event of such immediate
26 termination, COUNTY may proceed with the work in any manner deemed proper by

1 the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the
2 CONTRACTOR under this Agreement, and the balance, if any, shall be paid the
3 CONTRACTOR upon demand.

4 7. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that
5 CONTRACTOR is an independent contractor and is not subject to the direction
6 and control of COUNTY except as to final result. CONTRACTOR shall be solely
7 liable and responsible to pay all required taxes and other obligations,
8 including, but not limited to, withholding and Social Security. CONTRACTOR
9 agrees to indemnify and hold the COUNTY harmless from any liability which it
10 may incur to the Federal or State governments as a consequence of this
11 contract.

12 8. TIME. Time is of the essence of this Agreement.

13 9. NO ALTERATION. No alteration or variation of the terms of this Agreement
14 shall be valid unless made in writing and signed by the parties hereto, and no
15 oral understandings or agreement not incorporated herein, shall be binding on
16 any of the parties hereto.

17 10. LAWS. The CONTRACTOR shall comply fully with all applicable Federal,
18 State, and local laws, ordinances, regulations, and permits. The CONTRACTOR
19 shall secure any new permits required by authorities having jurisdiction over
20 the project, and shall maintain any presently required permits.

21 11. SUCCESSORS. This Agreement shall inure to the benefit and bind the
22 successors of each of the parties.

23 12. TERM. The term of this contract shall commence on December 1, 1980, and
24 shall terminate on November 30, 1982, subject however to the termination
25 provisions set forth above.

26 13. COMPENSATION. COUNTY, for and in consideration of the covenants,

conditions, agreements, and stipulations of CONTRACTOR herein does agree to provide as total compensation to CONTRACTOR and for all of CONTRACTOR'S expenses incurred in the performance hereof, the following:

A. The sum of One Thousand Eight Hundred Dollars (\$1,800) payable on the first and sixteenth day of each calendar month commencing on December 16, 1980, in return for each prior one half month of service under this agreement.

B. As of the date of any increase in the total compensation provided by COUNTY to its Director of Personnel, there shall automatically be an increase of like percent in the monthly sum payable to CONTRACTOR under this contract. For this purpose, total compensation shall include salary, employer's contributions to Social Security and retirement, Fixed Benefits and Discretionary Benefits of the Management Package or any substitution or replacement thereof.

C. In addition, CONTRACTOR shall accrue vacation at an annual rate of ten (10) days and sick leave at the rate of ten (10) hours per month.

D. COUNTY shall reimburse CONTRACTOR for reasonable and necessary travel expenses incurred in the performance of the services rendered pursuant to this contract in accordance with prevailing COUNTY policy.

14. Logical Support. COUNTY shall provide reasonable and necessary clerical support, office space, telephone and office supplies.

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/////

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/////

1 IN WITNESS WHEREOF, this Agreement has been executed by the parties
2 hereto.

3 COUNTY:

4 COUNTY OF YOLO, a political subdivision
of the State of California

5 Dated: October 28, 1980.

6 BY *James J. Thompson*
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

8 ATTEST:

9 PETER McNAMEE, CLERK

10 BY *Jan Orser*
Deputy

11 (SEAL)

12 CONTRACTOR:

13 Dated: 10/27/80.

14 *Ron McGee*
RON MCGEE

BK.

MODIFICATION

YOLO COUNTY AGREEMENT NO. 80-383

REQUEST FOR MODIFICATION TO CONTRACT # 79-356

REQUEST DATE October 7, 1980

CETA TITLE: IV YCCIP

CORRESPONDS TO ANNUAL PLAN MOD # -0-

PROGRAM NAME: Economic Opportunity
Commission of Yolo County

MOD # -0-

Changes herein will have the following effect on federal government funds in this contract

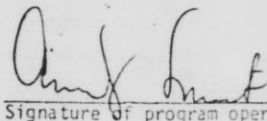
☒ Unchanged ☐ Increased by \$ ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT To relieve the Economic Opportunity Commission of Yolo County of the locally imposed limitation to restrict CETA funded residential home weatherization and repair activities to owner occupied homes, and to permit these activities on either rental or owner occupied homes meeting the low income housing definition in the CETA regulations.

MODIFICATION The "Special Conditions" attachment to Agreement 79-356 is revised to delete the words "owner occupied" from the first sentence of this attachment. Therefore, the first sentence of the "Special Conditions" attachment should read as follows: "The Economic Opportunity Commission of Yolo County, Inc., as SUBGRANTEE, agrees to restrict all residential home weatherization and repair activities funded under this SUBGRANT to low income housing as defined in 20 CFR 675.4."

New grant total and fixed price


November 7, 1980
Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC:

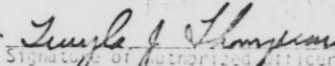
☐ Approve☒ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

PETER MCNAMEE, Clerk
By Public Relations
DEPUTY



Date

October 1, 1979
Effective date of modification

YOLO COUNTY AGREEMENT NO. 80-384
LEASE AGREEMENT

Sheriff's Dept., County of Yolo hereinafter called the LESSEE

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Yuba, County of Yuba State of California, described as: Security Bldg., located on the grounds of the 40th District Agricultural Association.

"Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the lessee may be subject to the payment of property taxes levied on such interest."

for the term of 12 months commencing on the 1st day of July
19 80, and ending on the 30th day of June, 19 81, with the right of termination

as hereinafter set forth, at the total rental of EIGHTEEN HUNDRED (\$1,800.00) DOLLARS, payable to the LESSOR

LUMP SUM PAYMENT

in lawful money of the United States, ~~8,000.00~~ \$ 1,800.00, in advance, ~~XXXX~~ 1111

~~XX~~ All rental payments shall be delivered to the
office of the 40th District Agricultural Association at Woodland
 California, on or before the 11111 day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for _____

None _____

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unexpired rental paid by LESSEE shall be returned to LESSEE.

To the JESSE at P.O. Box 179, Woodland, California 95695

P.O. Box 826, Woodland, California 95695

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By Ramesh Narain
Secretary-Manager
TITLE

By _____
TITLE

County of Yolo
LESSEE

By George J. Thompson
Chairman, Board of Supervisors
TITLE

Sheriff's Dept., County of Yolo

R. G. Whitelock
Sheriff

Means for fair management:

- Resolution by the Board of Directors must accompany lease agreement to the Division of Fairs and Expositions.
 - Department of Finance approval is required on all three copies if the period is for longer than one month.
 - Submit all three copies of the lease agreement if Department of Finance approval is not required.
 - Submit only the triplicate yellow copy if Department of Finance approval is not required.
 - Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.
- * See Labor Code Sections 1411-1432.5 for further details.

- ORIGINAL -

BK

Agency Yolo County
Date October 3, 1980
Supplement No. 11
To Local Agency-State
Agreement No. 03-5922

YOLO COUNTY AGREEMENT NO. 80-385
PROGRAM

OF

LOCAL AGENCY FEDERAL AID URBAN SYSTEM PROJECTS

IN THE

RECEIVED

SEP - 3 1981

CLERK OF THE
BOARD OF SUPERVISORS

Yolo County
Local Agency

FILED

SEP - 31981

PETE E. LUCAS, Clerk of the
BOARD OF SUPERVISORS
BY Pete E. Lucas

DEPUTY

Pursuant to the Federal Aid for Urban Systems Acts, the attached "Program" of Federal Aid Urban System Projects marked "Exhibit B" is hereby incorporated in that Master Agreement for the Federal-Aid Program which was entered into between the above named LOCAL AGENCY and the STATE on July 19, 1977, and is subject to all of the terms and conditions thereof.

The subject program is adopted in accordance with Paragraph 2 of Article II of the aforementioned agreement under authority of ~~City~~/County Resolution No. 80-127 approved by the ~~XXXXXXX~~ Board of Supervisors on Nov 4, 1980 (See copy attached).

Yolo County
Local Agency

By [Signature]
Title

Approved for State

Attest: [Signature]
Clerk

[Signature] 11-12-80
Acting District Director of Transportation Date

District 03
Department of Transportation

Form DH-OLA-411 (2/78)

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNCIL

[Signature]
DEPUTY COUNTY COUNCIL

County	Yolo	File No.	393,000
Project No.	10/2/80	Project Name	AF029
Project Description	156(a) 1978-79 H.C.G. U 220	Project Status	
Project Date	359 1978	Project Location	

PROGRAM
OF
FEDERAL AID URBAN SYSTEM PROJECTS

EXHIBIT B

Date: October 3, 1980

PROGRAM SUPPLEMENT NO.: 11

Local Agency: Yolo County

Project No.	Location & Description	Total Cost Est.	Federal Funds	Matching Funds*
M-MG-5084(5)	In Yolo County in West Sacramento on State Route 84 from West Capitol Avenue to Kagle Drive. Roadway, bridge and signals.	\$3,266,000	<u>CONSTRUCTION</u> \$393,000	Other Funds \$2,873,000
		*Local Agency (Yolo County) will put up the FAU funds available to them, as shown, which constitutes their total fund contribution to the project.		

Special Covenants or Remarks: 1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VI MAINTENANCE of the aforementioned Master Agreement will be performed by the State at regular intervals or as required for efficient operation of the completed improvements.

EXHIBIT B

Page 2

October 3, 1980

2. The State will prepare PS&E, advertise and award the contract, and pay the contractor on this project.
3. The actual funds for the project will be set up on the basis of contract prices after the bids for the work have been opened. In awarding, or agreeing to award the contract, the local agency agrees that the payment of Federal funds will be limited to the Detail Estimate amount approved by the Federal Highway Administration in the Federal-Aid Project Agreement (PR-2), or its modification PR-2A, and accepts any increases in local agency funds.
4. The availability of Federal funds will be subject to meeting deadlines and/or other conditions as may be imposed by the Director upon the recommendation of the Federal-Aid Urban Advisory Committee.
5. The use of Federal funds for this project is subject to the project being selected as part of the interim and the multiyear FAU Program for Yolo County.

STANDARD AGREEMENT --

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
S.D. 2, JUNE 1977

YOLO COUNTY AGREEMENT NO. 30-386

☐ CONTRACTOR
☐ STATE AGENT
☐ COUNTY AGENT
☐ COUNTY AGENT
☐ COUNTY AGENT
☐ COUNTY AGENT
☐ COUNTY AGENT
☐ COUNTY AGENT

THIS AGREEMENT made and entered into this 30th day of June, 1980,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

P.C. 814

TITLE OF OFFICER ACTING FOR STATE

AGENCY: Employment Development Department,

Director

California State Office of Economic Opportunity, 7900-7418

hereafter called the State or CSOEO, and

Yolo County Economic Opportunity Commission

hereafter called the Contractor,

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 3

That agreement for an Energy Conservation Program entered into on September
4, 1978, and amended on August 21, 1979 and November 2, 1979, is hereby
further amended as follows:

Attachment A, Budget, is revised and Attachment A-Revised June 30, 1980 is
attached hereto and incorporated herein by reference.

CHARTERED BY

Yolo County Board of Supervisors
 D. J. Thompson

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Employment Development Department,
California State Office of Economic Opportunity
BY (AUTHORIZED SIGNATURE)

TITLE

Director, CSOEO

CONTRACTOR

CONTRACTOR: YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION
 Yolo County Economic Opportunity Commission
 BY (AUTHORIZED SIGNATURE)

TITLE: D. J. Thompson, Chairman
 Yolo County Board of Supervisors

ADDRESS: Yolo County Courthouse
 Woodland, California 95695

NOV 4 1980

Department of General Services
 Use ONLY

AMOUNT ENCUMBERED

APPROPRIATION

LINE

UNENCUMBERED BALANCE

ITEM

CHARTER

STATUTES

FUND, APP.

FUND, INDEMNITY ASSURANCE

FUNCTION

FUND, DECREASING ENCUMBERANCE

LINE ITEM ALLOTMENT

I hereby certify upon my own personal knowledge that funds not here-
 in available for the period and purpose of the expenditure stated herein
 SIGNATURE OF ACCOUNTING OFFICER

DATE

has been supplied with this document as required by law by the Department of General Services

SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY

DATE

ATTACHMENT A

Budget

Revised - June 30, 1980

Contract Total	<u>\$32,285</u>	Maximum
Administration (10%) of Total Funding	<u>2,280</u>	Maximum-No Minimum
PA 21 Weatherization	<u>25,341</u>	Maximum
PA 22 Crisis Intervention	<u>4,664</u>	Maximum
PA 23 Consumer Education	<u>0</u>	Maximum
PA 24 Transportation Projects	<u>0</u>	Maximum
PA 25 Alternate Energy Projects	<u>0</u>	Maximum
Non-Federal Share Required*	<u>0</u>	Minimum

*Not applicable to Reprogrammed SECIP or PA 22.

FILED

BK

AGREEMENT NO. 80-387

(For Certain Coordinating and Counseling
Services)

PERFORMANCE OF COUNSELING
BY *Jan Cross*

THIS AGREEMENT made and entered into this 15th day of November, 1980 by and between the County of Yolo, a political subdivision of the State of California hereinafter referred to as COUNTY, and PATRICIA HALLIDAY, hereinafter referred to as PROVIDER.

W I T N E S S E T H :

RECITALS:

1. COUNTY has established in this county a Department of Alcohol and Drug Programs and has charged the Director of Alcohol and Drug Programs through the Yolo County Health Services administrator to direct and administer the program as a portion of the Yolo County Health Agency services.
2. Under the auspices of Title 9, Chapter 4, Subchapter 3 of the California Administrative Code, the COUNTY has established as part of the Department of Alcohol and Drug Programs the Second Offender Drinking Driver Programs hereafter referred to as the Drinking Driver Program (DDP) which receives referrals from Yolo County Municipal Courts.
3. COUNTY'S responsibilities with respect to the program and funds allocated to it are carried out in accordance with the guidelines of the State Department of Alcohol and Drug Programs.
4. PROVIDER has the experience and expertise necessary to coordinate the Drinking Driver program and to provide direct counseling and group services to participants in the program.
5. COUNTY desires to obtain and PROVIDER desires to provide coordin-

1 ation and related counseling services in connection with the
2 Drinking Driver program.

3 6. PROVIDER acknowledges that COUNTY executes this Agreement in reli-
4 ance upon PROVIDER'S hereinabove recited representation and that
5 COUNTY would not execute this Agreement if PROVIDER could not so
6 represent.

7 7. PROVIDER and COUNTY, therefore, wish to enter into a contract for
8 the herein described services.

9 AGREEMENTS: COUNTY, in consideration of PROVIDER'S promises contained
10 in hereinafter recited agreements, and PROVIDER, in consideration of
11 COUNTY'S promises contained in hereinafter recited agreements,
12 agree:

13 1. PROVIDER'S SERVICE OBLIGATIONS

14 a. In accordance with the General Program Description (Exhibit "A") and
15 Working Protocols, attached hereto as Exhibit "B" and incorpor-
16 ated herein by reference thereto, provide to clients of the
17 AGENCY upon the referral of AGENCY, the following listed services:

18 (1) Coordinate the program

19 (2) Provide direct counseling services

20 b. CASE CONSULTATION AND INFORMATION EXCHANGE: at times and places
21 of mutual convenience upon reasonable notice. Reasonableness
22 for this purpose shall be construed in light of the urgency of
23 each circumstance as it arises.

24 c. PROVIDER will demonstrate to the satisfaction of COUNTY'S herein
25 designated representatives that she is coordinating the Drinking
26 Driver Program as outlined in Exhibits A & B.

27
28

Said demonstration shall be made to AGENCY through AGENCY'S utilization review and, where appropriate, peer review contract.

2. AGENCY'S SERVICE OBLIGATIONS:

a. UTILIZATION REVIEW: Evaluate PROVIDER'S operation in accordance with the requirements and criteria promulgated from time to time by the State Department of Alcohol and Drug Programs.

b. CLINIC SERVICES:

- (1) Provide CRISIS INTERVENTION and PSYCHIATRIC CONSULTATION and backup CLINICAL SERVICES in accordance with the Working Protocols attached hereto as Exhibit "B" and incorporated herein by reference thereto.
- (2) Provide educational materials as well as various forms for the Drinking Driver Program.
- (3) Provide Mental Health Counselors for up to three treatment groups within this fiscal year, ending June 30th, 1981.
- (4) Provide prompt access to records and personnel necessary, in the joint judgement of parties' designated representatives to the counseling of referred clients and the coordination of the program.
- (5) COUNTY'S designated representatives will give prompt attention to review, authorization, and reporting requirements upon notice from CONSULTANT which provides adequate and resonable time for review.

c. DESIGNATE a representative or representatives for administrative and program affairs.

3. COUNTY'S DESIGNATED REPRESENTATIVES:

a. Responsibility for this Agreement lies with AGENCY'S Director of Alcohol and Drug Programs.

b. Director of Alcohol and Drug programs may designate operational

representatives from time to time in writing to PROVIDER to perform specific tasks or liaison functions.

4. ASSIGNMENT/SUB-CONTRACTING:

a. PROVIDER may not assign or sub-contract its responsibilities hereinafter, it hereby being expressly acknowledged by parties that PROVIDER'S expertise is unique.

5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that PROVIDER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. PROVIDER shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, applicable withholding taxes and Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from any applicable liability which it may incur to the Federal or State Governments as a result of this contract.

6. WORKING PROTOCOLS: Attached hereto as Exhibit "B" and incorporated herein and referenced thereto are Working Protocols describing and governing the working relationships of parties. Said Working Protocols bind parties as if fully set out herein, but may be modified without formal amendment of this Agreement so long as said modification does not vary the provisions specifically set out herein, is in writing, and represents a bilateral agreement of AGENCY and PROVIDER. Said Working Protocols shall include as a minimum a plan for case management; the respective roles of AGENCY and PROVIDER in Treatment Planning, Case Consultation, and Clinical referral; procedures for the acceptance of clinical referrals from PROVIDER to AGENCY and from AGENCY to PROVIDER and for return of information generated by those referrals; AGENCY'S operational representatives

and their function; any role AGENCY is to play in review of PROVIDER'S professional activities; provisions that PROVIDER will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin, or ancestry; provision describing PROVIDER'S procedures for identifying clinical needs and referring on going clients to providers other than AGENCY; provisions stating that PROVIDER will specify in writing to referees other than AGENCY, that said referrals shall not be compensated by PROVIDER or COUNTY except on the written authorization of AGENCY, and that COUNTY shall not be responsible for non-AGENCY approved clients or patients of PROVIDER; provisions listing and describing the specific services which are the subject of this Agreement; the operational plan for rendering these services; provisions listing required licenses, target dates for obtaining, and dates obtained provisionally and finally; and a schedule for implementing the services which are the subject of the Agreement.

7. COMPLIANCE WITH CODE:

- a. PROVIDER agrees to comply with all applicable provisions of Title 9 and 22 of the California Administrative Code, and Title 45 Code of Federal Regulations, Section 205.50 regarding confidentiality of patient information.

8. PAYMENT:

- a. Upon execution of this Agreement and within a reasonable time from PROVIDER'S submission of an invoice in format prescribed by Agency, detailing work performed in the preceeding month and claiming the amount due for the month, and upon the acceptance by the Director of Alcohol and Drug Abuse Programs of the invoice as

complete and reflective of the satisfactory progress of PROVIDER, COUNTY will pay PROVIDER THREE HUNDRED TWELVE DOLLARS AND FIFTY CENTS. (\$ 312.50) semimonthly for services rendered.

- b. The maximum total payment to PROVIDER under the terms of this Agreement will not exceed FOUR THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY CENTS (\$4687.50).
- c. Where a herein recited report document and/or claim is due from PROVIDER within a month, payment for that month is expressly conditioned on the acceptance by COUNTY'S herein designated representative of the PROVIDER'S progress to be as agreed and the report, document, and/or claim as complete and accurately reflective of that progress.
- d. COUNTY agrees to reimburse the PROVIDER in the sum of TWENTY-TWO CENTS (\$.22) per mile for travel pursuant to this agreement and to reimburse PROVIDER for lodging and meals, registration fees, parking, fares and bridge tolls approved in advance in writing by the COUNTY'S designated representative.
- e. It is hereby acknowledged by PROVIDER that all patient records and equipment provided by AGENCY are owned by AGENCY.
- f. COUNTY'S excuse of any given condition precedent or subsequent in any given circumstance does not constitute a waiver of either that condition precedent or subsequent or any other condition precedent or subsequent as to future circumstances. Where there is a doubt as to the proper characterization of a provision as a promise or a condition it shall be construed to be both a promise and a condition.
- g. In the event of PROVIDER'S bankruptcy or insolvency it is agreed that COUNTY, in pressing claims pursuant to this Agreement, will

be recognized as the creditor of first priority.

9. AMENDMENTS: Except as provided herein, the body of this Agreement together with any exhibits attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total agreement. Except as provided herein, no additions to, or alterations of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written amendment of this Agreement which is formally approved and executed by parties or their successors in office or interest.

10. NOTICE: Any notice to be given parties to this Agreement may be given personally or by depositing same post-marked and registered in the United States Mail, postage prepaid, and addressed to PROVIDER or COUNTY'S herein designated representatives, as applicable, at the last known address of either.

11. TERM:

- a. This Agreement shall commence upon execution and terminate June 30, 1981, unless sooner cancelled by either party upon thirty (30) days written notice to the other of such intent.
- b. Should either party give notice of cancellation both parties will exert their best efforts in good faith to find alternatives for referred persons still requiring services of the type PROVIDER renders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, A political subdivision
of the State of California

BY Theresa J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

PETER McNAMEE, CLERK

BY

DEPUTY

BY

ALCOHOL AND DRUG ABUSE PROGRAM

BY

DIRECTOR

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY

DEPUTY COUNTY COUNSEL

EXHIBIT "A"

GENERAL PROGRAM DESCRIPTION

- I. In accordance with the terms and conditions of this agreement Provider agrees to provide to the County the following coordination and related counseling services to assist the Director of the Department of Alcohol and Drug Programs.
 - A. To provide the necessary coordination of the Drinking Driving Program, including:
 1. Coordination and structuring individual visits and group sessions.
 2. Developing curriculum and coordinating staff training.
 3. Developing and maintaining treatment schedules.
 4. Assisting Director of Alcohol and Drug Programs in selecting providers and coordinating their work, including:
 - (a) Working with providers in structuring individual and group sessions and,
 - (b) Participating in the review of the process including both individual visits and group sessions.
 5. Developing and monitoring Drinking Driver program budget.
 6. Coordinating collection with the billing office to insure the financial integrity of the program.
 - B. To provide liaison services with the State Department of Alcohol and Drug programs, Department of Motor Vehicles, Courts, County Alcohol Administrators and other agencies.
 - C. To insure that the program is in compliance with State, Department of Motor Vehicles and Court regulations.
 - D. To provide direct counseling, referral and educational services, including:
 1. Intake interviews
 2. Client individual visits
 3. Educational presentations to groups
 4. Group counseling

EXHIBIT "B"

WORKING PROTOCOLS

I. DDP PROGRAM RESPONSIBILITIES

The proposed Yolo County Drinking Driver Program will be under the supervision of the county alcoholism administrator, Phil Walker, Director of Alcohol and Drug Programs, and is subject to review by the County Alcohol Advisory Board and to approval by the Board of Supervisors. It is the responsibility of the program to:

- A. Maintain participant master files that include completed copies of all forms and to assure confidentiality of participant records for a minimum of 36 months.
- B. Provide access to both fiscal and program records on request to the county alcoholism administrator and to the State Department of Alcohol and Drug Programs.

- C. Cooperate with evaluation procedures required by DMV, State Office of Alcoholism, and the county administrator.
- D. Attend State training program.
- E. Provide required reports to courts, county alcoholism administrator and the State Department of Alcohol and Drug Programs.
- F. Provide a variety of treatment services which meet the State standards of 52 hours of group process and 12 hours of education.
- G. Provide close and regular supervision of participants programs progress and participation by recording in clients' file each session attended and missed.
- H. Maintain effective cooperation with other county DDP'S and provide for orderly transfers (see form).
- I. Provide periodic staff training.
- J. Approve/disapprove excuses and schedule make-up monitoring sessions as soon as possible and groups at the end of the program (one year).
- K. Send notification of all participants program completion and termination reports to courts, State Office and county alcoholism administrator (see form)
- L. Meet with the clients bi-weekly for a minimum of 15 minutes.

II. CLIENT FLOW (See Flow Chart)

- A. Arraignment - Pleading
- B. Sentencing by judge - Probation (Probation order states that client may participate in SB 38 program)
- C. (Jail)
- D. Decision to enter program or to lose license.
- E. If client contacts program within 10 days of sentencing, an intake interview is done including a need assessment, preparation and signing of contract.
- F. Downpayment is made.
- G. Assignment to individual counselor for face-to-face interview and to group session.
- H. Face-to-face interviews begin within 11 days of intake.
- I. Group meetings begin within 2 months. (Groups are 3 hours long so that participant can complete 64 hours within one year.)
- K. Introduction to AA
- L. Possible referral to additional services such as in-depth therapy, recovery house etc., will be recommended as deemed necessary. Fees for these services are separate from DDP program fees.

Note: Failure to comply, failure to pay, failure to attend sessions or

scheduled make-ups, rearrests for DWI, disruption of activities or attending activities under the influence of alcohol are all reason for dismissal and loss of license as stated in the contract. Termination resulting for any of these behaviors may occur at any time during the year.

M. Successful Completion.

III. DDP SERVICE DELIVERY

A. Intake Procedures

After sentencing, the client has ten working days, not including time incarcerated, to be interviewed and to sign a contract of participation. It is the client's responsibility to contact program within the ten days allowed.

Before the contract is signed, several tasks must be completed which will assess the needs of the client at the time of enrollment and which will help clarify to the client the expectations and purpose of the Drinking Driver Program.

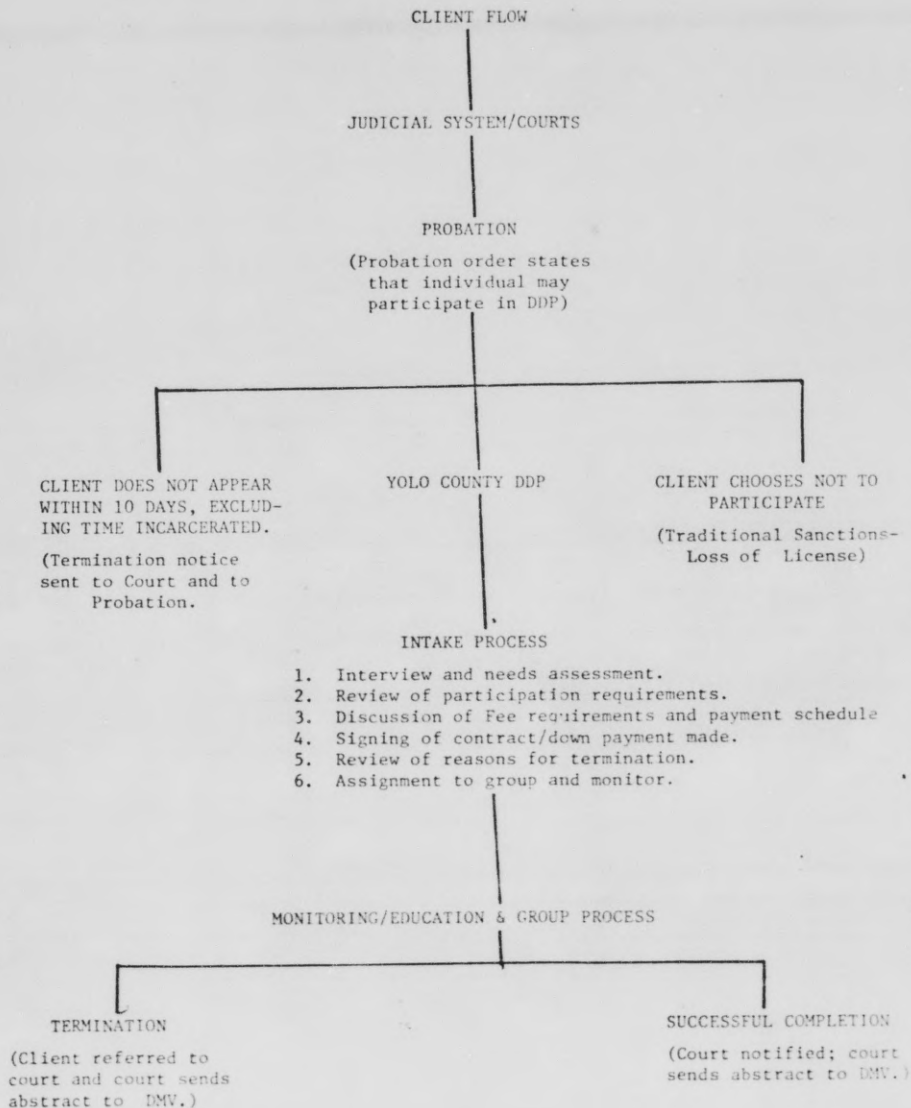
These procedures will be followed:

1. The client will fill out forms (including needs assessment) for the program records and the state. A file will be established for each client and kept in a locked file cabinet when not being used. A general information card will also be made up for quick identification. Both files and card will be under the close supervision of the coordinator and the secretary.
2. The needs assessment survey will be discussed with client.
3. The court order and/or the program regulations will be reviewed with the client to assure understanding of them and understanding of consequences for not obeying them.
4. Determination of the client's ability to pay will be made and recorded. (See attachment)
5. A fee schedule will be established and written into the contract.
6. The services and contract of the program will be discussed.
7. The client will be assigned a monitor and the first session will be scheduled within 11 days of intake, and will hopefully remain with the monitor throughout year.
8. The client will be assigned to a group (which will begin no longer than 2 months from intake.)
9. The client and interviewer will review and sign the contract which will include rules, fees, payment schedule, responsibilities of both client and program. Procedures and noncompliance will be discussed in detail. Dated and signed copies of the contract will be given to the client, kept in the client's file and sent to the billing office.

B. Client Transfer

Any client moving to another county or changing employment locations may transfer if there is an approved DDP in that county or if that county

FLOW CHART



has contracted with an adjoining county. All transfer procedures and forms as issued by the State and the DMV will be used. Participants will be instructed of these procedures during the intake interview.

The program will notify the county alcohol administrator of the receiving and the sending county who must approve the transfer. Both counties will cooperate in providing continuity of face to face interviews and the sending county shall provide the receiving with the transferring client's case history.

In order to transfer, the client must be current in fee payments and must be able to begin program participation within 11 days of transfer.

C. Treatment Services

All costs for face to face interviews, group education and interaction will be included in DDP approved fee.

1. Face-to-Face Interviews

a. Objectives

- (1) To make bi-weekly contact privately with each person in order to explore on a one to one basis, problems which may be developing. (Follow up or make appropriate referral if necessary.)
- (2) To reinforce successes.
- (3) To establish and to maintain a consistent trusting relationship.

b. Brief Description: Fifteen minutes of interaction between each client and a monitor on a bi-weekly basis. Interview will in no way interrupt group activities.

c. Content: The interview form should evoke an explanation of how the client's life is currently running with additional history and background as well as information and problem solving as needed.

d. Duration: Fifteen minutes

e. Frequency: Bi-weekly

f. Number: One-to-one, one client to one counselor.

g. Staff involved: Staff will include the coordinator initially; a monitor will be hired as referrals increase, approximately six months from the beginning of the program.

2. Group Education (to be incorporated into the group sessions.)

a. Objectives

- (1) To increase client's awareness of the effects of alcohol on all the systems of the body as well as the brain.
- (2) To increase client's awareness of why people drink

b. Brief Description: During the first twelve group sessions, the group leader will present one hour of basic information about alcohol use and abuse and its effect on our behavior. Also causes for alcohol abuse as well as treatment resources will be explored.

c. Context: The teacher will make use of films and video tapes from our library and the OAPM library to inform clients of the effects of alcohol on the body and mind. Lectures, articles and a test for diagnosing the participant's level of alcohol

abuse will be used. Discussion and group interaction are encouraged.

- d. Duration: One hour for the first twelve group sessions.
- e. Frequency: Bi-weekly for twelve sessions.
- f. Number of participants: Less than 35. Two groups of 15 may meet together.
- g. Staff: Beginning with two (one group and one Spanish-speaking counselor for individual sessions) and increasing to up to five teachers.

3. Group Interaction

- a. Objectives
 - (1) To increase awareness in the part of each individual of his/her own pattern of alcohol abuse.
 - (2) To provide a forum for integrating new information and exploring new coping skills.
 - (3) To provide a peer group to interact with in exploring alcohol and other life problems.
 - (4) To introduce clients to Alcoholics Anonymous
 - (5) To provide a support system, referral resources, and education for the families of clients.
- b. Brief Description: This group will meet bi-weekly for a total of 52 hours and will provide structured and unstructured group interaction. Discussion of subjects such as "why I drink" and "what alcohol does for me", will hopefully lead into group sharing and exploring of new life styles. Also there will be an introduction to AA and a discussion of AA experiences.
- c. Content: The session will be structured to follow the base of the educational sessions. More personal topics such as "why I drink" and "how my drinking affects my job" will be supported by recently learned facts about alcohol. Skills in group sharing, problem solving, intimacy, coping and stress reduction will be introduced and practiced. AA experiences will be discussed and supported.
- d. Duration: Initially, these sessions will be two hours, but they will increase to three hours once the educational unit has been completed.
- e. Frequency: Bi weekly
- f. Number of Participants: Fifteen or under. Beginning with one group and increasing up to six by the end of the first year.
- g. Staff: Same as group education.

D. Client Termination/Program Completion

A client will be returned to court with a recommendation from the program for termination for any of the following reasons:

- 1. A total of 5 absences of which only one may be unexcused. Excused absences include verified emergencies with notice given before the scheduled appointment that must be rescheduled and completed.

2. Receiving another drunk driving arrest
3. Failing to maintain program sobriety or refusing to submit to a chemical test pursuant to Section 13353 of the Vehicle Code.
4. Failing to appear within 10 days of transfer to a new program subsequent to a transfer from an approved program.
5. Failing to comply with program rules and regulations such as but not limited to failure to pay the fees as agreed upon in the contract, disrupting scheduled activities.

After receiving notification of termination of a client from the DDP, the court in which the offender was convicted may order the suspension or revocation of the person's driver's license. The court shall then notify the DMV by coded court abstract. All fees paid in advance for services not received will be refunded. If a client successfully completes the program, the DDP shall notify the court, the State Department of Alcohol and Drug Programs and the county alcoholism administrator.

IV. PROGRAM STAFF

A. Monitor

For the first six months that the program is in operation, the provider will perform all monitoring tasks such as performing the actual face-to-face interviews, recording case notes and attendance in file, and making referrals. After six months, a monitor will be hired. Minimal qualifications for this position include one year's experience in providing direct services to alcohol abusers.

Other desirable skills include:

1. Expression of empathy and understanding while maintaining objective ability to assist alcohol abuser or alcoholic in dealing with the problem.
2. Ability to describe and impart alternatives to the use of alcohol and other drugs in emotional stress situations.
3. Ability to identify and evaluate, during one-to-one interview, life style changes and potential problems.

V. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

A. Program Management Staff

1. County Alcohol Administrator will perform the following tasks:
 - a. Consult regularly with DDP coordinator and support staff.
 - b. Review fiscal and program records.
 - c. Review reports required by DMV, courts, State Office and other agencies.
 - d. Oversee liaison with courts, DMV, State Office and Board of Supervisors

- e. Oversee and monitor DDP compliance with State Department of Alcohol and Drug Program Standards and report any non-compliance.
 - f. Ensure that no members of the program staff or volunteers serve on the County Alcohol Advisory Board.
2. Provider's Responsibilities are to:
- a. Maintain close contact with the billing office to ensure fiscal integrity of the program.
 - b. Do intake interviews, including needs assessment and preparation of contract.
 - c. Delegate responsibilities to clerical support person.
 - d. Assign clients to a group and to a monitor and maintain treatment schedules.
 - e. Meet regularly with group facilitators to discuss client's progress. Coordinate curriculum development and in-service education.
 - f. Maintain client confidentiality in accordance with appropriate State of California Health and Welfare Codes and the Federal Regulation governing alcohol treatment.
 - g. Ensure that program facilities are open at designated times and that they meet Health and Safety Codes.
 - h. Oversee records to ensure that they are up to date and available to designated auditors at all times.
 - i. Comply with State Office, DMV and court regulations.
 - j. Make final decision on the acceptability of nonattendance excuses and make up charges within the program policies and guidelines.
 - k. Terminate clients who have delinquent fees, more than 2 unexcused absences or have violated any other of the program's regulations.
3. The Clerical Staff will be responsible for:
- a. Keeping records, including attendance and make up fees.
 - b. Notifying the director and client of problems with attendance or in other areas.
 - c. Typing correspondence and giving information to agencies and individuals about the program with appropriate releases of information.
 - d. Answering the phones and taking messages.
 - e. Scheduling interviews and other activities and for keeping records of them.

VI. NONDISCRIMINATION

The provider will accept for services patients or clients without adverse discrimination based upon race, color, religion, sex, marital status, affiliation preference, handicap, national origin or ancestry.

BK

FILED

NOV 12 1980

AGREEMENT NO. 80-388

PETER McNAMEE, Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

By *[Signature]*
DEPUTY

Subdivision No. 2782, Unit 4B
(Westwoods)

THIS AGREEMENT is made and entered into on this 12th day of
November, 1980, by and between JEL PROPERTIES
hereinafter referred to as "Subdivider" and the County of Yolo,
hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop
that area known and referred to as Subdivision No. 2782, Unit 4B,
and promises to present plans and specifications for the develop-
ment thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and adjacent to said Subdivision No. 2782, Unit 4B, Public improvements consisting of concrete curbs, gutters, side-walks, and driveway aprons, asphalt paving and base, water distribution system, waste water collection system, and on-site and off-site storm drainage facilities necessary to adequately drain said Subdivision in accordance with the Standards imposed by law, all in conformance with said Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.
2. That the Subdivider shall obtain and file with the County good and sufficient "Improvement Securities" in favor of the County of Yolo and in a form approved by the County Pursuant to Chapter 5, Division 2, Title 7, of the California Government Code. The amount of such "Improvement Securities" shall be as follows:
 - (1) Not less than one hundred percent (100%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement to guarantee faithful performance.
 - (2) Not less than fifty percent (50%) of the estimated costs of the public improvements to be constructed pursuant to Article 1 of this Agreement, to guarantee payments to contractors, laborers, and materialmen.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit \$11,910.86 for said purpose.
5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants, and employees and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2782, Unit 4B.
6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against Claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$500,000.00 in respect to personal injuries and/or death of any for any one person, \$1,000,000 in respect to personal injuries or death for any one occurrence and \$500,000.00 in respect to property damage in any one occurrence.
7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.
8. That the completion of the development of said Subdivision No. 2782, Unit 4B shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as herein required.
9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.
11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this Agreement or amendments thereto the County may, at its option, complete the same and recover the cost thereof from the Subdivider.
12. Where required pursuant to the provision of Section 66496 of the California Government Code the Subdivider shall furnish the County a bond or cash deposit in the amount of \$550.00 guaranteeing payment of the cost of setting monuments of survey.
13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this Agreement.
14. Any extension of time hereunder shall not operate to release the surety on the Improvement Securities filed pursuant to this Agreement. In this connection, the security waives the provisions of Section 2319 of the Civil Code of the State of California.
15. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly 29(a) of the Rules for the Superior Court, State of California.
16. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By *Twyla J. Thompson*
TWYLA J. THOMPSON,
Chairman of the Board of Supervisors

J & L PROPERTIES, A GENERAL PARTNERSHIP

SUBDIVIDER

LARRY CARTER HOMES,
A CALIFORNIA CORP.

By *Larry A. Carter*
Larry A. Carter-President

JACK SWEIGART & ASSOC.,
A CALIFORNIA CORP.

By *Jack T. Sweigart*
Jack T. Sweigart-President

(Seal)

ATTEST:

PETER McNAMEE:
COUNTY CLERK

By *Jan Orner*, Deputy

Recommended for Approval to the Board
of Supervisors of the County of Yolo:

Lloyd H. Roberts
LLOYD H. ROBERTS, Director
Yolo County Public Works

APPROVED AS TO FORM:

John H. Roberts
County Counsel

DATE: _____

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

SS

On September 26, 1980, before me, the undersigned, a Notary Public in and for said state, personally appeared LARRY A. CARTER, known to me to be the President of LARRY CARTER HOMES, INC. and JACK T. SWEIGART, known to me to be the President of JACK SWEIGART & ASSOCIATES the corporations that executed the within instrument and known to me to be the person who executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporations said corporations being known to me to be the partners of J & L PROPERTIES, the partnership that executed the within instrument, and acknowledged to me that such corporations executed the same as such partners and that said corporations executed the same.

WITNESS my hand and official seal.

Signature *Linda M. Gospodnetich*



LINDA M. GOSPODNETICH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

My Commission Expires Oct. 26, 1981

STANDARD AGREEMENT —
STATE OF CALIFORNIA
STD. 2 (REV. 12/75)

APPROVED BY THE
ATTORNEY GENERAL

Book

YOLO COUNTY AGREEMENT NO. 80-389

THIS AGREEMENT, made and entered into this 30th day of September, 1980,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	9434

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials, and personnel necessary to perform approximately ten (10) inspections covering all ships and/or aircraft arriving from a foreign port and requiring a USDA-APHIS inspection as defined in the attachment described as "Work Plan - Inspection of Conveyances" which is identified as Exhibit 'A' and by this reference made a part hereof.

All inspections to be performed in accordance with the specifications as contained in Exhibit 'A'.

The State agrees to reimburse the County for services rendered hereunder a total amount not to exceed \$109.

After approval of this contract, and monthly thereafter, payments for work during the period of this contract, will be made on the basis of invoices submitted by the County in triplicate in arrears to the Department of Food and Agriculture, Financial Services, 1220 N Street, Room 140, Sacramento, CA 95814. All invoices to be referenced "Contract No. 9434".

Reimbursement by the State shall be for those expenses directly related to the inspection program. It is understood that there will be reimbursement for County expenses normally considered as administrative and operating overhead.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

(Continued on page 2)

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY DEPARTMENT OF FOOD AND AGRICULTURE		CONTRACTOR (if other than an individual, state whether a CORPORATION, PARTNERSHIP, ETC.) COUNTY OF YOLO			
BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>		BY (AUTHORIZED SIGNATURE) <i>[Signature]</i>			
TITLE Business Service Officer		TITLE WYLA J. THOMPSON, CHAIRMAN YOLO COUNTY BOARD OF SUPERVISORS			
CONTINUED ON — SHEETS EACH BEARING NAME OF CONTRACTOR		ADDRESS P.O. Box 1820 Woodland, CA 95695			
Department of General Services Use ONLY		AMOUNT ENCUMBERED \$ 109.00		APPROPRIATION SUPP CESE	
UNENCUMBERED BALANCE		ITEM		FUND GENERAL	
ADD: INCREASING ENCUMBRANCE		FUNCTION 416		STATUTES '80	
SUB: DECREASING ENCUMBRANCE		PL. IND./Excl/Inte 1-06-515-00-655		FISCAL YEAR 80/81	
GEN. SERV. DEPT. APPROVAL NOT REQUIRED PER SAM 1206		LINE ITEM ALLOTMENT Cooperative Agreement		T.B.A. NO.	
APPROVED AS TO FORM CHARLES R. MACK COUNTY CLERK		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		B.R. NO.	
<i>[Signature]</i>		SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		DATE 12/2/80	
		I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.			
		SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <i>[Signature]</i>		DATE 12/2/80	

FILED IN MESSAGE BOOK
BY *[Signature]*

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

The County agrees to retain all records of disbursement pertaining to this agreement for a period of two (2) years after completion of this agreement for audit by the State or its representative or until such audit and release of accountability, whichever comes first.

The County agrees to include a procedure in their cost accounting system to assure that the funds paid under this agreement are reported and identified as a reimbursable cost item in an annual financial statement submitted by the County to the Department.

All County inspection reports and inquiries are to be sent to the State Coordinator, James E. Stowell, Department of Food and Agriculture, Exclusion and Detection, 1220 N Street, Room 425, Sacramento, California 94814.

This agreement may be cancelled by either party giving written notice at least thirty (30) days prior to effective cancellation date.

The attached Fair Employment Practices Addendum is by this reference made a part hereof.

This agreement shall not be considered effective unless signed by both parties.

This agreement shall be considered effective for the period October 1, 1980 through September 30, 1981.

WORK PLAN
INSPECTION OF CONVEYANCES

Vessels and aircraft engaged in foreign trade will be inspected by the cooperator on behalf of PPQ at maritime ports and airports where the amount of traffic does not warrant staffing by PPQ.

SHIPS

Inspections will be made of the provisions, storage lockers, living quarters, cargoes and garbage holding or disposal facilities. Prohibited or infested items may be safeguarded on board, treated, seized and destroyed or disposed of otherwise as may be appropriate. Such actions will be made to eliminate the pest hazard in a manner that will cause the least impediment to commerce. Inspections and safeguards will be in accordance with the attached "Ship Boarding Guidelines".

AIRCRAFT

Thoroughly inspect aircraft arriving from foreign countries to prevent entry of plant and animal pests. The rapidity with which aircraft move between countries is conducive to hitchhiking pest survival and dispersal. Inspection will include all interior spaces, stores and cargo pits. Promptness of inspection on arrival is required in order to minimize delays to carriers and passengers.

REPORTS

Submit ship (PQ288) and aircraft (PPQ413) reports to _____ monthly.

TRAINING

Special training in carrying out the agreement will be provided by the Service when mutually deemed necessary.

SHIPBOARDING GUIDELINES

The following guidelines supersede all previous instructions and directives on this subject.

A. General Policy

All vessels arriving from a foreign country are subject to boarding upon arrival at the first U.S. or U.S. territorial port of entry. It has been determined that because some arrivals present either no or a very low pest risk, a boarding program can be administered that will effectively identify those vessels that will not require boarding at time of arrival.

B. Direct Arrivals

Unless determination not to board has been made by a selective process which defers certain categories of vessels or individual vessels to boarding during regular working hours, all direct foreign arrivals will be boarded on arrival for any of the following:

Stores inspection.

Other inspectional activities such as inspection of quarters, crew souvenirs, cargo, and baggage of debarking passengers and/or crew members (See C.2).

Information gathering requirements such as a cargo manifest or crew declaration, perusal of cold treatment records, etc.

Coordinated boarding with U.S. Customs Service and Immigration and Naturalization Service boarding parties.

1. Selectivity of Boarding

Selectivity of boarding refers to the assessment of pest risk of an expected direct arrival based upon past inspectional history of the vessel.

Examples of categories of vessels which ordinarily represent low pest risk and the boarding of which thus may be deferred are:

- a. Bahama turnarounds.
- b. Tanker turnarounds.
- c. Bulk carrier turnarounds.

- d. Pulpwood or log carrier turnarounds.
- e. Banana boat turnarounds.
- f. Pure auto carrier turnarounds.
- g. Puerto Rico turnarounds.
- h. Vessels in port for bunkering only.
- i. Vessels in port less than 4 hours.
- j. Vessels discharging at remote offshore locations.
- k. Regular arrivals which have demonstrated a low risk.
- l. "Dead ship" (see "2" below).
- m. Canada turnarounds.

In addition to the preceding pest risk categories, the following circumstances may make it advisable to defer boarding for personal safety considerations.

- n. Vessels in stream or channel.
- o. Vessels docking in isolated or high crime areas.

The above categories are not to be construed as routinely placing all such vessels in a deferred boarding category. Each will be judged on the pertaining circumstances. Each Region will review lists of individual vessels maintained by their field locations as eligible for deferred boarding.

2. "Dead Ship" Concept

The "dead ship" (i.e. inactive), as defined here, concept may be applied to vessels arriving direct outside of hours. When such direct vessel arrives outside of normal working hours and there will be minimal crew activity, no cargo discharged, or business of any kind conducted by the ships' agent or others until morning, boarding will be deferred until the scheduled workday.

C. Coastwise Arrivals

All boarding of coastwise vessels will be during normal duty hours unless notified by the previous port that boarding on arrival is indicated because:

1. There is a documented specific known pest risk problem onboard the vessel.
2. Five or more passengers or passengers or crew members from risk areas will be clearing Customs and disembarking upon arrival.
3. A documented garbage violation as listed in H occurred at the previous port(s).
4. Repetitive garbage violations not covered in Section H, occurring aboard the same vessel could be justification for boarding on arrival at subsequent coastwise ports, if warranted in the judgment of the officer in charge.

Positive communication between ports concerning vessels moving coastwise is necessary when one of the above conditions exists. Notification to the subsequent port will be by telephone with a confirming mail copy of the PPQ 288. The first port of direct arrival in such cases will have the responsibility of notifying the subsequent port if conditions warrant. Similar procedures will apply throughout the coastwise itinerary.

Note: It is not necessary to board on arrival those vessels having on board live birds or poultry; however, such vessels should be monitored during normal duty hours.

D. Sealing of Stores

There will be no routine sealing of ships' stores. Stores will be sealed if live pests of quarantine significance are found in or associated with stores products. In the event a garbage violation occurs, as listed in H or C-4, all prohibited plant and prohibited and restricted animal stores will be placed under seal and subsequent port(s) notified. Any unauthorized removal from the vessel of prohibited or restricted ships' stores will also result in notification of U.S. Customs Service of such action, sealing, and subsequent port notification.

E. Garbage Control

Garbage remaining aboard vessels does not present an imminent risk of plant pest and animal disease introduction. Therefore:

1. Ships will not be boarded on arrival for the sole purpose of monitoring garbage or sealing ships' stores.
2. Monitoring of garbage control aboard vessels to determine compliance with applicable CFR's shall be conducted on a spot-check basis during regular hours or in conjunction with boarding for other purposes. The monitoring may include visual observation of vessels and/or reboarding during travel in the dock area by the officer.

3. Unless otherwise directed, prohibited and restricted stores may be used on board, however, a responsible ship's officer must attest to nonremoval from the vessel as such or as garbage.

F. Approved Garbage Disposal Facilities

Approved garbage disposal at maritime ports, as at international airports, includes removal from the carrier and movement to an incinerator, cooker, or sterilizer under specific safeguards or special conditions. Cooked or sterilized garbage must be moved only to a landfill and monitoring is required.

The approved methods of treating are:

1. Incineration to ash.

2. Cooking. A cooker is defined as a closed leakproof container in which the garbage is heated in a liquified form to an internal temperature of 212° F. and held at that temperature for at least 30 minutes.

3. Sterilizer. A sterilizer is a type of large autoclave capable of heating the garbage under pressure to assure internal temperature of the material to 212° F. for a minimum of 30 minutes. An approved sterilizer must have temperature indicating capabilities as well as a heating time indicator.

G. Removal from Vessel

1. Advance notification to PPQ officer or port office is required by either the ships' agent or PPQ approved disposal company.

2. The garbage removal is permitted by a PPQ approved disposal company(s) only.

3. Transfer of garbage from vessel to an approved carrier must be under direction of the PPQ officer.

4. Spillage or leakage on dock area must be cleaned and disinfected under PPQ supervision.

5. The hauling carrier must be leakproof unless the garbage is packaged in leakproof containers.

6. Movement to the incinerator, cooker, or sterilizer shall be monitored on a regular basis by a PPQ officer.

B. Violations

The following violations must be documented and forwarded through regular PPQ channels to the PPQ Regulatory Support Staff, Hyattsville, Maryland, for possible prosecution.

1. Dumping of garbage within the port or inland waterway-- such should also be reported to local Coast Guard officials and/or environmental agency.
2. Refusal by ship personnel to maintain garbage aboard as regulations require.
3. Removal of garbage and/or prohibited or restricted stores from vessel without PPQ authorization.

I. Action

Customs should be requested by PPQ Form 227 to withhold clearance of vessel from port until garbage situation aboard the vessel is properly corrected. In those cases where garbage is scattered on deck or leaking in such a manner that workers unloading cargo will track through it, Customs should be requested to halt unloading as it can be considered to present a risk of animal or plant pest and disease introduction.

J. Approval of On-Shore Garbage Disposal Facilities

It will be the responsibility of the PPQ officer in charge to determine if adequate garbage disposal facilities exist at the port of entry. Listings of such "approved" ports will be forwarded through channels to Port Operations Development Staff for consolidation into a national listing for distribution to the field. Ongoing monitoring will be required. Compliance agreements with all organizations and/or personnel involved in the handling and disposal of such garbage should be completed and kept on file.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections: 1411 - 1432.5 for further details.*

CERTIFIED COPY

STATE OF CALIFORNIA
COUNTY OF YOLO

BOARD OF SUPERVISORS
SS. Yolo County, California

FILE:

The foregoing instrument is a correct copy
Of the original on file in this Office.

ATTEST

[Signature]
CLERK

COUNTY CLERK, EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS,
EX OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR THE
COUNTY OF YOLO, STATE OF CALIFORNIA

By

[Signature]
Deputy

TO:

State Dept. of Food & A
w/orig.
Agriculture
Auditor
County Counsel

ENTRY: 1

EXCERPT OF MINUTE ORDER NO. 80-763, ITEM NO. 19 OF THE BOARD OF SUPERVISORS
MEETING FOR NOVEMBER 12, 1980 AS INDICATED BELOW:

MOTION: DeMars SECOND: Black AYES: Black, DeMars, Marchand, Edmonds, Thompson.

10. Authorized Melody Elsmann's appointment as Program Manager, Range 19.43, Step B, in the Department of Social Services, effective November 13, 1980.
11. Deferred action, until later in the day, to consider a resolution declaring the month of December, 1980 as "It's OK NOT TO DRINK" month. (See Resolution No. 80-181)
12. Approved Agreement No. 80-327, with Patricia Halliday, for coordinating and counseling services in the Department of Alcohol and Drug Abuse. The Chairman was authorized to sign the agreement.
13. Authorized the Director of Public Health to prepare and submit a request for funds to be used for a venereal disease program.
14. Received and filed the 1979-80 Annual Report for Municipal Court revenues.
15. Resolution No. 80-178, was passed and adopted, amending Resolution No. 80-155, deleting increase of plan check, inspection and encroachment permit fees. The Chairman was authorized to sign the resolution.
16. Resolution No. 80-179, was passed and adopted, accepting the final map, easements, and right-of-ways in Subdivision No. 2782-48, Westwoods Unit 48; approving Agreement No. 80-388, regarding the improvements; and accepting the required securities. The Chairman was authorized to sign the resolution and agreement.
17. Resolution No. 80-100, was passed and adopted, accepting a portion of the public improvements for Subdivision No. 2812, Touchstone Lake. The Chairman was authorized to sign the resolution.
18. Accepted the resignation of William H.M. Reynolds from the Transportation Advisory Committee, instructed the Clerk to post a notice of the vacancy, and to send a letter of appreciation for the services rendered.
19. Approved Agreement No. 80-229, with the California Department of Food and Agriculture regarding charges for Federal ship inspections. The Chairman was authorized to sign the agreement.

MOTION: DeMars. SECOND: Black. AYES: Black, DeMars, Marchand, Edmonds, Thompson.



August 29, 1980

FILED

YOLO COUNTY AGREEMENT NO. 80-390
AGREEMENT

DEC 10 1980

PETER McJANNET, Clerk

By Pete E. Lucas
DEPUTY

This Agreement, made and entered into this 12th day of November, 1980, by and between Sierra-Sacramento Valley Emergency Medical Services and Yolo County, is for the purpose of sustaining and maintaining the regional Emergency Medical Care Delivery System within participating counties signatory to the Joint Exercise of Powers Agreement effective June 14, 1978 through accomplishment of the Regional Agency Functions listed in Exhibit "A".

1. The period of the agreement shall be from July 1, 1980 through June 30, 1981.
2. The attached Exhibit "B", entitled "Budget", consisting of one page, is made a part of this agreement by this reference.
3. The total amount pledged by Yolo County to Sierra-Sacramento Valley Emergency Medical Services is \$3,467.00.
4. \$1,390.00 shall be paid on or before November 1, 1980.
5. The remainder, \$2,077.00, shall be held by Yolo County

pending future need by Sierra-Sacramento Valley EMS.

Twyla J. Thompson 11-12-80
Signature Date
TWYLA J. THOMPSON, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS
Title

George Moorhead 10/2/80
Signature Date
Regional Administrator
Title

APPROVED AS TO FORM
CHARLES H. MACK
COUNTY COUNSEL

Elizabeth A. Hattis
COUNTY COUNSEL

Sierra-Sacramento Valley Emergency
Medical Services

REGIONAL AGENCY FUNCTIONS

- A. Intercounty and Interregional System Coordination and planning including:
1. Maintaining in conjunction with County Communications Coordinators, an effective communication system through centralization of the FCC license and policies which assure equitable distribution of frequencies between counties and adjoining regions.
 2. Monitoring Patient Transfer to assure proper patient flow to medically appropriate facilities in a cost effective manner.
 3. Provision of an organizational and committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.
 4. Liaison with county EMCCs, the HSA and providers to plan effective program variations which meet specific county, provider and patient needs.
- B. Monitoring, Updating and Modifying Regional Programs Including:
1. Standardization and medical control of EMT-II activities.
 2. Training and certification of EMT-IIs.
 3. Standardization of teaching and proficiency testing of EMT-IIs to assure a common level of capability.
 4. Periodic re-assessment of facilities to assure that listed treatment capability is current and adaptation of triage and treatment guidelines to assure they reflect current medical practice.
- C. Legislative activities at the State and Local Levels with particular emphasis on EMT-II Legislation, as well as EMS Regulations and local Ordinances.
- D. Data collection, analysis and dissemination to assure a factual basis for program activities.
- E. Evaluation of System Effectiveness and Service Delivery to patients through interprovider patient care audits, monitoring of field care activities and patient disposition as it relates to their specific medical condition.
- F. Research availability of funds, institute applications where appropriate, and manage budget in accordance with regional policies and specific requirements of funding sources.
- G. Facilitate Intercounty and Interregional response and transport of patients including designing programs to alleviate problems in geographic areas of deficiency, developing Criteria for measurement of Service Delivery and Refinement of Regional Aeromedical Response.
- H. Coordination of Regional Public Education Programs Including Public Access, CPR and PR for EMT-II.

EMERGENCY MEDICAL SERVICES
BUDGET 1980-81

SALARIES AND BENEFITS

Secretary	\$ 13,920	
Administrator	38,736	
Physician (56% after 11/15/80)	40,395	
Coordinator	<u>24,468</u>	
SUB-TOTAL		\$117,519

SERVICES AND SUPPLIES

Data System	\$ 16,800	
Rent	7,726	
Office Supplies and Maintenance	841	
Printing-Copying	1,850	
Telephone	2,000	
Travel-Transportation	9,600	
Insurance	<u>1,260</u>	
Mail-Postage-Messenger	1,000	
Accounting, Purchasing, Legal Services	<u>11,000</u>	
SUB-TOTAL		52,077

TOTAL GENERAL PROGRAM

\$169,596

SPECIAL FUNDING

HEW - EMT-II Instruction & Nurse-Physician Orientation	\$ 11,000	
Poison Control Center	6,112	
HEW & OTS Equipment	35,210	
(1) Interest Repayments	<u>40,271</u>	
SUB-TOTAL		<u>92,593</u>

TOTAL EXPENSES

\$262,189

(1) Repay June 81, if necessary (HEW, OTS, Other)

APPLICATION FOR CHANGE
IN GROUP INSURANCE



YOLO COUNTY AGREEMENT NO. 80-391

GROUP POLICY No.	NAME OF POLICYHOLDER	EFFECTIVE DATE OF CHANGE		
23045	County of Yolo	Day	Month	Year
		1	11	80

DESCRIPTION OF POLICY CHANGES

Adding retired Yolo County employees
to your dental plan. This will be
effective November 1, 1980

RATES

EMPLOYEE ONLY- \$7.42
EMPLOYEE + 1 DEPENDENT - \$16.42
EMPLOYEE + 2 DEPENDENT - \$27.62

Employees: effective November 1, 1980

Dependents: effective December 1, 1980

COPY
FILED

DEC 22 1980

PETER M. GALT
BY *[Signature]*
DEPUTY

APPROVED AS TO FORM

By *[Signature]*
Yolo County Counsel

Following approval by the Crown Life Insurance Company, the above changes will become effective in accordance with the Group Insurance Policy Change form to be issued to the policyholder, and will apply to employees who are at work on a full-time and full-pay basis on the effective date. If an employee is absent from work on the effective date, the above changes will not apply to the employee until he returns to work on a full-time and full-pay basis.

November 21 1980

Date

[Signature]
Group Sales Representative

x *[Signature]*
TWILA J. THOMPSON, CHAIRMAN
YOLO COUNTY BOARD OF SUPERVISORS

Title

AK

AGREEMENT NO. 80-392

NOV 13 1980

LEASE

PETER McNAMARE, Clerk

By John [Signature] DEPUTY

THIS LEASE made and entered into this 18th day of November, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT, and RON WHITWORTH, hereinafter called LANDLORD.

WITNESSETH:

1. DESCRIPTION OF PREMISES. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 216 North East Street, Woodland, California, which premises are further described as all land and improvements located on the parcel described as parcel number 63-010-12-1 in the County Assessor's department.
2. A. TERM. The term of this agreement shall be from the first day of December, 1980, until and including the 30th day of November, 1982, hereinafter called the original term.
B. OPTION TO RENEW. LANDLORD hereby grants to TENANT an option to renew this lease for a period of one year on the same terms and conditions as herein specified, with the exception of the rent, which shall be in the sum of ONE THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$1,820) per month in the event of and exercise of this option. Said option may be exercised by TENANT delivering a written notice as hereinafter specified to LANDLORD no later than sixty (60) days prior to the expiration of the original term.
3. RENT. For the period from December 1, 1980 until November 30, 1981, TENANT shall pay monthly rent for said property in the sum of ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$1,430.00). For the period from December 1, 1981 until November 30, 1982, TENANT shall pay monthly rent in the sum of ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,625.00). Said rent shall be payable in advance on or before the first of each month.
4. HOLDING OVER. If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration of the term, such possession by TENANT shall be deemed to be a month-to-month tenancy terminable on sixty (60) days notice given at any time by either party. All provisions of this lease except those pertaining to term and option to extend shall apply to the month-to-month tenancy.

- 1 5. UTILITIES. TENANT shall pay all utilities. Janitorial services shall be
2 furnished by TENANT without additional cost to LANDLORDS.
- 3 6. MAINTENANCE. Except as provided herein, TENANT, at its own cost shall
4 maintain premises in safe, neat, and clean condition at all times. TENANT
5 will perform minor periodic maintenance including changing electric lamps
6 and ballasts, changing heating and air conditioning filters on a monthly
7 basis, and replacing all glass. LANDLORD at its cost, shall maintain in
8 good condition the structural parts of the building and other improvements
9 in which the premises are located, which structural parts shall include the
10 foundations, bearing and exterior walls (excluding glass), roof, heating and
11 air conditioning systems, and unexposed portions of the electrical, plumbing
12 and sewage systems. In the event that LANDLORD fails or refuses to make such
13 repairs or causes such repairs to be made, then TENANT may cause the same to
14 be done at the expense of LANDLORD and such expense shall be offset against
15 any monies due by the terms hereof from TENANT to LANDLORD.
- 16 7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless
17 from and against any and all claims arising from any act, omission, or neg-
18 ligence of TENANT, or its contractors, licensees, agents, servants, or
19 employees, or arising from any accident, injury, in, on, or about, the
20 premises, or any part of them, and the sidewalks adjoining the premises.
- 21 8. INSURANCE. During the term of this lease, TENANT shall, at its own expense,
22 maintain in full force, a policy or policies of public liability insurance
23 insuring LANDLORD and TENANT against liability for injury for persons and
24 property, and for death of persons arising from any accident, injury, or
25 damage, occurring in, on, or about the premises, or any portion of them, and
26 the sidewalks adjoining the premises. Each such policy shall be subject to
approval by LANDLORDS as to form and insurer.
- 21 9. NOTICES. All notices to be given to TENANT may be given in writing personally,
22 or by depositing the same in the United States mail, postage prepaid, and
23 addressed to TENANT at the said premises, whether or not TENANT has departed
24 from, abandoned, or vacated the premises. Notices to LANDLORD shall be
25 mailed by registered, or certified mail to:

Ron Whitworth
P. O. Box 1421
Woodland, California 95695

1 IN WITNESS WHEREOF, the parties hereto have executed this lease agreement
2 as of the day and year hereinabove set forth.

3 TENANT: COUNTY OF YOLO, a political subdivision
4 of the State of California

5
6 BY: *James J. Thompson*
Chairman of the Board of Supervisors

7
8 LANDLORD: *Ron Whitworth*
9 RON WHITWORTH

10
11 ATTEST:

12 PETER McNAMEE, CLERK

13
14 BY: *Jan Oriser*
15 deputy

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18 (SEAL)

19 APPROVED AS TO FORM

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BK

FILED

AGREEMENT NO. 80-393

NOV 18 1980

LEASE

PETER MCNAMEE, Clerk

By Jan Orser
DEPUTY

THIS LEASE made and entered into this 18th day of November, 1980,
by and between the COUNTY OF YOLO, a political subdivision, hereinafter called
LANDLORD, and The CO-OPERATIVA COLONIA, hereinafter called TENANT.

W I T N E S S E T H:

AGREEMENTS:

1. Description. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of property situated in the County of Yolo constituting a portion of the County Farm and more particularly described as set forth in Exhibit "A" attached hereto and incorporated by reference.
2. Term. The term of this lease shall commence on December 1, 1980, and shall terminate on November 30, 1981.
3. Rent.
 - A. The undersigned tenant agrees to pay an annual cash rent of 65.00 dollars per acre per year, and agrees that the annual payment will be based on the 18,912 acres described in Exhibit "A" to this document.

1 B. Crops Authorized to be Grown shall be limited to the following:

- 2 1. Barley
3 2. Wheat
4 3. Safflower
5 4. Mowing Hay

6 C. The decision as to which of the above stated crops to plant during the
7 term of this lease shall reside with TENANT.

8 D. Payment. Rent shall be payable upon the receipt by TENANT of the pro-
9 ceeds from the sale of the annual crop and in any event no later than
10 the anniversary of the commencing of the term of this lease.

11 4. Disclaimer of Warranty. LANDLORD makes no warranty of the soil's suitability
12 for growing the crops TENANT is authorized to grow under this lease.

13 5. Entry by OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and
14 assigns, at all reasonable times, to enter the leased premises, and to use
15 the roads established on the premises now or in the future, for the purposes
16 of inspection, compliance with the terms of this lease, exercise of all
17 rights under this lease, posting notices, to survey the land, and all other
18 lawful purposes.

19 6. Records. TENANT shall make and keep pertinent records of all operations and
20 conduct under this lease and shall make them available to LANDLORD and
21 LANDLORD's agents and assigns at all reasonable times for inspection.

22 7. Use. The premises are leased to TENANT for the planting, growing and
23 harvesting of the following crops:

24 Barley, Wheat, Safflower and/or Mowing Hay

25 TENANT shall not use or permit to be used any part of the premises for any
26 purpose other than the purposes for which the premises are leased except
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1 upon written consent of LANDLORD. TENANT agrees to farm said land in a
2 farmerlike manner and to make diligent effort to prevent the spread of all
3 noxious weeds and rodents and other vertebrate pests on the leased premises
4 during the term of the lease and to take reasonable measures to protect the
5 premises from infestations of insects, spiders, mites, snails and other such
6 pests. TENANT agrees to make diligent effort to prevent infestations of
7 organisms that may produce disease in plants or animals that may come onto
8 or develop on the premises during the term of this lease and that might damage
9 crops grown on the premises after the term. On default of the TENANT to do
10 so, LANDLORD reserves the right, after having given ten (10) days' notice to
11 take necessary remedial measures at TENANT's expense for which TENANT agrees
12 to reimburse LANDLORD on demand.

13 8. Waste. TENANT shall not commit or permit others to commit or permit others
14 to commit on the premises waste or nuisance or any other act that could dis-
15 turb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on re-
16 served or adjacent property.

17 9. Exculpatory Clause. TENANT agrees to keep LANDLORD free from all liability
18 and claim for damages arising from any injury from any cause to any person,
19 including TENANT, or to property of any kind belonging to anyone including
20 TENANT while in, upon or in any way connected with the leased premises, dur-
21 ing the term or any extension of this lease or any occupancy under this
22 lease.

23
24 10. Sublease. TENANT shall not sublease any portion of said property without
25 the consent of LANDLORD.

26 11. Re-taking. LANDLORD shall have the right to come in and take such portion
27 of the leased premises as may be required of it for buildings and improvements
28 by giving ten (10) days' written notice of its intention to do so, which

- 1 notice shall describe the premises to be re-taken; provided, however, TENANT
2 shall be compensated for any loss suffered thereby in an amount as determined
3 by the Agricultural Commissioner of LANDLORD and two disinterested farmers
4 jointly appointed by LANDLORD and TENANT.
- 5 12. Entrance Ways. TENANT may, subject to the approval of the County Engineer,
6 make such entrance ways to said real property as TENANT may deem necessary
7 and convenient to its farming operation.
- 8 13. Advances by LANDLORD. In the event of TENANT's breach of any covenant of
9 this lease, LANDLORD may, at any time, without notice, cure such breach for
10 the account, and at the expense of TENANT. If TENANT, at any time, by reason
11 of such breach, is compelled to pay or elects to pay, any sum of money or to
12 do any act that will require the payment of any sum of money, or is compelled
13 to incur any expense, the sum or sums so paid by LANDLORD with all interest,
14 costs and damages shall be deemed to be additional rent under this lease and
15 shall be due from TENANT to LANDLORD on the first day of the month following
16 the incurring of such expenses.
- 17 14. Notices. All notices to be given TENANT may be given in writing personally
18 or by depositing the same in the United States mail, postage prepaid, and
19 addressed to TENANT.
- 20 15. Taxes. Upon presentation to LANDLORD of a paid tax bill therefor, LANDLORD
21 shall reimburse TENANT the amount of any property taxes levied upon TENANT's
22 possessory interest in the premises.
- 23 16. Insurance. During the term of this lease, TENANT shall, at its own expense,
24 maintain in full force, a policy or policies of public liability insurance
25 insuring LANDLORD and TENANT against liability for injury for persons and
26 property, and for death of persons arising from any accident, injury or
27 damage occurring in, on, or about the premises, or any portion of them,
28

1 arising from any act, omission, or negligence of TENANT or its contractors,
2 licensees, agents, servants, or employees. The liability under such
3 insurance shall not be less than \$100,000 for any one person injured or
4 killed, not less than \$300,000 for any one accident, and not less than
5 \$50,000 for property damage.

6 17. Possessory Interest and Property Taxes. Notice is hereby given that this
7 written contract may be one with a private party whereby a possessory
8 interest subject to property taxation is created. Such a property interest
9 may be subject to property taxation if created, and the party in whom the
10 possessory interest is vested may be subject to the payment of property
11 taxes levied on such interest.

12 18. Conditional Limitations. Each term and each provision of this lease per-
13 formable by TENANT shall be construed to be both a covenant and a condition.
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LANDLORD:

COUNTY OF YOLO, a political subdivision
of the State of California

BY: *Samuel C. Thompson*
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT:

BY: *William J. Brown*

ATTEST:

PETER McNAMEE

BY: *Jan Orser*
Deputy

(Seal)

APPROVED AS TO FORM
BY: *Robert M. Hart*
DEPUTY COUNTY COUNSEL

Exhibit "A"

A parcel of land being a portion of the Northwest Quarter of Section 30,
T. 10 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described
as follows:

COMMENCING at the Northwest corner of the County of
Yolo Property, as said corner appears of record on that
certain Record of Survey Map filed in Book 9 of Maps and
Surveys at Page 41 in the Office of the Recorder of the
County of Yolo; thence Easterly along the North line of
said Property South 89°34'22" East 30.00 feet to the TRUE
POINT OF BEGINNING; THENCE continuing along said North
line South 89°34'22" East 1,303.68 feet to the East bound-
ary line of said Property; thence Southerly along said East
boundary South 00°18'18" West 631.30 feet; thence North 89°
38'51" West 1,302.74 feet to a point 30.00 feet East of the
West boundary line of said Property; thence Northerly along
a line parallel with and 30.00 feet East of said West bound-
ary North 00°13'12" East 633.00 feet to the true point of
beginning.

Containing 18.912 acres.

STANDARD AGREEMENT

STATE OF CALIFORNIA
FEDERAL GOVERNMENT

YOLO COUNTY AGREEMENT NO. 80-394

THIS AGREEMENT, made and entered into this 15th day of October 1980,
in the State of California, by and between State of California, through its duly elected, appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	California Arts Council	AC - 2678

hereafter called the State, and

Yolo County Administrator's Office, Board of Supervisors

hereafter called the Contractor.

WITNESSETH That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor shall develop a plan for the county and/or city which it represents for arts programming and develop a potential review mechanism for local grants programs. This is a maximum \$12,000 unmatched bloc grant from the CAC State-Local Partnership Program to be used for hiring consultants or professional staff to direct the planning process; any funds not needed for consultants or staff may be utilized for additional program expenses subject to CAC approval. CAC is not liable for any cost overruns. The plan must be developed towards meeting the Program Objectives attached hereto and hereby made a part of this contract. Contractor shall adhere to the guidelines in the "State/Local Partnership Planning Workbook for 1980-81" issued by the California Arts Council.

General State Requirements, Fair Employment Practices Addendum, and 504-Handicapped Regulations are attached hereto and are hereby made a part of this contract.

Payment shall be made after contract approval upon submittal of an invoice from Contractor to CAC.

Dates: October 15, 1980 - May 31, 1981

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	California Arts Council	Yolo County Administrator's Office	
BY AUTHORIZED SIGNATURE		BY AUTHORIZED SIGNATURE	
TITLE	Director	725 Court Street Woodland, CA 95625	
CONTINUED ON SHEETS EACH BEING A PART OF CONTRACT		ADDRESS	
Department of General Services Use ONLY		Courthouse, Woodland, CA 95695	
AMOUNT ENCUMBERED	\$ 12,000	APPROPRIATION	Grants, Projects, Programs
UNENCUMBERED BALANCE	\$	FUND	General
PERCENTAGE ENCUMBERANCE	4354	PERCENTAGE	510
PERCENTAGE ENCUMBERANCE	80	PERCENTAGE	80-81
PERCENTAGE ENCUMBERANCE	California Arts Council		
PERCENTAGE ENCUMBERANCE	6.0.55.2.55.18		
I hereby certify upon my own personal knowledge that foregoing facts are available for the period and purpose of the agreement which follows.			
SIGNATURE OF ACCOUNTING OFFICER		DATE	
I hereby certify that all of the foregoing information and facts are true and correct to the best of my knowledge and belief, and that I am duly qualified to make such certification.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF CONTRACTOR		DATE	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. Program Objectives

The California Arts Council and the State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning and decision-making and to reach previously underserved constituencies.

The Objectives of the State-Local Partnership Program are to:

- A. provide a mechanism for more effective local arts planning and to coordinate such planning with state programs;
- B. develop rural and suburban areas which have not fully participated in arts programs;
- C. expand the private sector support for arts at the local level;
- D. give local government agencies the opportunity to assist the California Arts Council in improving the efficiency of arts programming;
- E. provide a more stable base of support for the arts at the local level;
- F. provide a potential decentralization mechanism for other California Arts Council programs;
- G. prevent duplication and overlap between federal (administered through California Arts Council), state, and local program funds;
- H. provide for increased employment of artists;
- I. stimulate the local economy.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violations:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

504 - HANDICAPPED REGULATIONS

Regulations for Nondiscrimination on the Basis of Handicap

These regulations implement section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, 29 U.S.C. 794. Section 504 provides that "no otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The regulations define and forbid acts of discrimination against qualified handicapped persons in programs and activities receiving federal financial assistance from the National Endowment for the Arts. As employers, recipients are prohibited from engaging in discriminatory employment practices on the basis of handicap and must make reasonable accommodation to the handicaps of employees unless the accommodation would cause the employer undue hardship. As providers of services, recipients are required to make programs operated in existing facilities accessible to handicapped persons, to ensure that new facilities are constructed in a manner readily accessible to handicapped persons, and to operate their programs in a nondiscriminatory manner.

For further information contact: Robert Wade, General Counsel,
National Endowment for the Arts, 2401 E Street, N.W., Washington,
D.C. 20506, 202-634-6588.

Grantees receiving only State funds should be aware that the State is in the process of issuing similar regulations and that grantees will be required to adhere to the regulations during the course of this FY 80-81 grant even if they are not receiving federal NEA funds.

ARTICLE 11.

Section 3640. GENERAL STATE REQUIREMENTS:

(1) The following requirements, in addition to any special conditions incorporated in the California Arts Council Funding Criteria, are applicable to and binding upon recipients of grants from the California Arts Council.

(2) *NOTE:* Federal funds cannot be used to match Federal funds. Most of the funds that are allocated in grants from the CAC are State funds. However, the Council also receives funds from the Federal Government. Therefore, some grants programs contain both federal and state funds. Caution should be used to insure that the proper matching occurs.

Section 3644. *PROJECT DEFINED:* As used in these provisions, the term "project" shall be deemed to include a specific project or program, or administrative or on-going support for the organization affected.

(1) *EXCESS COSTS:* In the event that the project costs exceed the amount specified in the approved budget, grantee agrees to complete the project and fund the cost above said budget from sources other than State funds.

(2) *COST DISALLOWANCE:* Grantee agrees to use the grant funds solely for the purposes of the approved project. Cost items for the purpose of determining the "cost" of the project, as that term is used in these requirements, shall include cash expended (or in lieu thereof, contractual obligations incurred for the project) and the fair value, as determined by the Council, of services or products actually incorporated therein. The burden of proof shall be upon the grantee to establish such cost items, and such cost items may be disallowed if not adequately supported by the records. Should grantee misapply any grant monies, and fail to make restitution to the State of any amounts due under the terms of the grant agreement, in addition to any other remedy provided by law, the State shall have, to the extent of its appropriate claim, an ownership in any funds or property acquired with the use of such misapplied funds.

(3) *ASSIGNMENT OR TRANSFER:* This grant, or the project relating to this grant, shall not be assigned, sub-let, or transferred, in whole or in part, without the prior concurrence of the California Arts Council.

(4) *RETURN OF GRANT FUNDS EARMARKED BUT NO LONGER REQUIRED FOR SPECIFIC ITEMS:* Where the budget specifies that grant funds are to be used for specific items, and subsequent to the receipt of the grant, the grantee obtains the same without cost, or at a reduced cost, the saving, except for good cause in the judgment of the California Arts Council, shall be promptly returned to the State.

(5) *INDEMNITY CLAUSE:* Grantee agrees to defend the State of California, its officers, agents and employees, against any claims and to pay any judgments obtained against the State of California, its officers, agents and employees arising from any services or materials furnished, or any injuries or other damages suffered by any party in connection with the conduct of the project, and agrees to hold the State harmless.

(6) *TERMINATION:* If the California Arts Council determines subsequent to the approval of the project, (1) grantee has failed to perform any of its obligations under the grant, (2) grantee has assigned, sub-let, or transferred any part of the project in violation of Section 3 above, or (3) violated any of the other conditions of the signed contract, Council may in its discretion terminate in whole or in part, the grant upon written notice to the grantee specifying the services terminated and the effective date of termination. Within 60 days of such termination, grantee agrees to furnish the State in itemized accounting of funds expended, obligated and remaining under the grant. Grantee right of appeal is determined by the regulations of the State Control Board.

(7) *REDUCTION OF STATE'S GRANT:* Notwithstanding any other provision of these requirements, should the project, to time of completion, or termination in whole or in part, cost less than the approved budgeted amount on which the grant was based, grantee's matching amounts (including funds, or services or products incorporated into the project in lieu thereof) shall be conclusively deemed to have been expended first, and the grant shall be reduced by any amounts remaining after completion or termination of the project. Such remaining amounts shall be promptly forwarded to the Arts Council.

(8) *TRAVEL EXPENSES:* Limitation on Allowable Costs — The California Arts Council will not recognize as a matching cost, travel expenses, though included in the project budget.

(9) **COSTS RECORDS:** Grantee shall maintain complete, accurate and current records of all income, including obligations incurred with respect thereto. Such records, or copies of such records, shall be kept separate from other cost records. During the duration of the project and for not less than four years after completion or termination of the project, grantee shall make available for examination or audit any books, documents, papers or records pertaining to the project, to the California Arts Council, State Controller or where pertinent, the Federal Government. Upon request of such parties, grantee shall furnish at its own expense legible copies of material they deem pertinent.

(10) **EVALUATION AND EXPENDITURE REPORTS:** Grantee agrees to furnish at such times during or upon the completion of the project, as may be determined by the State, and where requested by the State, on forms furnished by the State, evaluation and expenditure reports relating to the project.

(11) **INDEPENDENT CONTRACTOR:** Grantee shall not represent to any person, foundation, group, organization or government entity, whether employed by it or not, that it is acting as agent for the State or that it is entitled in any way to act or incur obligations on behalf of the State.

(12) **FAIR EMPLOYMENT PRACTICES ADDENDUM:** The Fair Employment Practices Addendum, Standard Form 3, (8/78) as amended from time to time, is herewith made a part of these General State Requirements.

(13) **THIRD PARTIES:** Nothing contained in the terms of the grant shall create or give to third parties, any claim or right of action against the State.

(14) **APPROVALS BY DEPARTMENTS OF FINANCE AND GENERAL SERVICES:** This grant shall not be deemed accepted, valid, or binding, on the part of the State unless approved by the Departments of Finance and/or General Services of the State of California, where their approval is required.

(15) **ENTIRE AGREEMENT:** The terms of the grant, when the grant has been made, constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. After the grant has been accepted by the grantee, the terms of the grant shall not be changed, modified, or altered in any manner, except by an instrument in writing executed by the parties hereto, subject, where required, to the approvals of the Departments of Finance and/or General Services.

(16) **FEDERAL MINIMUM WAGE REQUIREMENTS:** Grantee agrees that where the grant consists in whole or in part of Federal funds, and/or State funds that all professional performers and related or supporting personnel employed on the project will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum wage of the State of California for persons employed in similar activities. For the proper construction of this section, grantee is referred to Part 505 of Title 29 of this Code of Federal Regulations, as last amended June 19, 1972, and as it may be further amended from time to time.

(17) **MENTION OF THE "CALIFORNIA ARTS COUNCIL" AND "NATIONAL ENDOWMENT FOR THE ARTS" OR ANY FEDERAL AGENCY SUPPORT:** In any printed, visual or recorded matter, or in any exhibition, display or performance, which describes or is prepared in connection with, or results in whole or part from the grant, mention shall be made of the California Arts Council's support, and where the grant is derived in whole or in part from Federal funds, of the support of the Federal Agency. Copies of printed matter containing such mention should be sent to the CAC with the evaluation report required by the terms of the grant. Any documents containing such mention shall specify that any findings, opinion, or conclusions contained therein are not necessarily those of the California Arts Council and, where applicable, not necessarily those of the Federal Government or the National Endowment for the Arts.

(18) **EVALUATION:** The final ten percent (10%) of the grant award will be withheld until grantee has submitted the final evaluation report.

RESOLUTION

California Arts Council
Public Meeting
Sacramento, CA
August 22, 1980

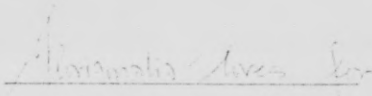
Summary of Minutes

Council Member Hodge moved to approve the State-Local Partnership Program Guidelines. Council Member Purifoy seconded the motion.

Motion passed: 5 yes, 1 no, 1 abstained

Note: Guidelines include the language for establishing contracts with counties and/or cities of certain counties so that additional approval of contracting agent is not required of Council.

"I hereby certify that the foregoing is a true summary of Council minutes and that the "Note" is a true condition of this program."


William B. Cook, Director

Bk
YOLO COUNTY AGREEMENT NO. 80-395

AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

FILED

JAN 14 1981

PETER McNAMARE, Clerk
By John E. Sauer
DEPUTY

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of above public agency, hereinafter referred to as Public Agency, having entered into a contract under date of November 5, 1959, effective January 1, 1960, and as amended effective January 1, 1961, February 1, 1964, January 1, 1971, November 1, 1973, December 1, 1975, January 1, 1977, June 21, 1978, and December 2, 1979, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective December 2, 1979, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous and age 55 for local safety members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except such as by express provisions thereof apply only on the election of contracting agencies.
 3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. County Peace Officers (herein referred to as local safety members)
 - b. Employees other than local safety members (herein referred to as local miscellaneous members)

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

4. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 supersedes this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975.
5. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 60).
6. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.6 of said Retirement Law subject to the reduction provided therein for Federal Social Security (Modified 2% at age 55).
7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:
 - a. Section 20952.5 (Age 50 voluntary retirement) for local safety members only.
 - b. Section 20603.03 (Auxiliary employee contributions).
 - c. Section 21222.6 (Special 15% increase for certain local miscellaneous members).
 - d. Section 20963.6 (Waiver of age 70 retirement) for local miscellaneous members only.
 - e. Section 21222.85 (Special 3%-15% increase to pre-1-1-74 retirees).
 - f. Section 21222.86 (Special 1%-7% increase to pre-7-1-74 retirees).
8. Public Agency, in accordance with Section 20740, Government Code, ceased to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective on December 1, 1975. Accumulated contributions of Public Agency as of the aforementioned date shall be fixed and determined as provided in Section 20759, Government Code, and accumulated contributions as of the aforementioned date and contributions thereafter made shall be held by the Board as provided in Section 20759, Government Code.

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9. Public Agency shall contribute to said Retirement System as follows:

a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:

- (1) 1.232 percent until June 30, 2000 on account of the liability for prior service benefits.
- (2) 10.978 percent on account of the liability for current service benefits.

b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:

- (1) 1.579 percent until June 30, 2001 on account of the liability for prior service benefits.
- (2) 11.257 percent on account of the liability for current service benefits.

c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.

B. This amendment shall be attached to said contract and shall be effective on the 25th day of January, 1981.

Witness our hands the 18th day of November, 1980.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY Carl J. Machinger
Carl J. Machinger, Executive Officer

BY Joseph J. Langston
Presiding Officer

Approved as to form:

Cynthia G. Beemer 8/22/80
Cynthia G. Beemer, Legal Office, Date

Attest:

Clerk

PERS CON-702

Approved as to Form

Dated

Robert H. [Signature]
County Counsel of Yolo County

034
Project Code

RECEIVED JAN 22 1981
00762
CCG Registration No.

AGREEMENT NO. 80-396

N/A
Intra-Departmental No.

EMPLOYMENT AND TRAINING AGREEMENT
WORKSITE EDUCATION AND TRAINING PROGRAM

CLEARED
CCG WS
DIST. 8-1
1-20-81

This Agreement is entered into this Third day
of November, 1980, between the Employment Development
Department (hereinafter "EDD") and Yolo County Manpower Division
(hereinafter "Subgrantee").

WHEREAS, the California Worksite Education and Training Act
of 1979 (Chapter 1181 of the Statutes of 1979) commencing with
Section 9900 of Part 1 of Division 3 of the Unemployment Insurance
Code was enacted for the purpose of: (1) integrating classroom
instruction with entry level and career worksite training in order
to upgrade the work skills of the economically disadvantaged, youth,
displaced workers, and persons with obsolete or inadequate job skills
in order to enhance their career opportunities and career advancement;
and (2) meeting the employer skill needs in the local labor market
area; and

WHEREAS, the California Worksite Education and Training Act
of 1979 has made funds available to the Employment Development
Department to develop such integrated programs in concert with the
Department of Industrial Relations, the Department of Education, and
the Chancellor's Office of the Community Colleges; and

WHEREAS, the Subgrantee has been selected to receive funds
under this program;

NOW, THEREFORE, the parties agree:

1. The term of this Agreement shall be from November 3, 1980
through August 31, 1981.

2. EDD shall reimburse Subgrantee in the total amount not
to exceed \$ 30,467. for its actual and necessary expenses. This
shall not, however, preclude EDD from making an advance payment to
the Subgrantee for reasonable and necessary expenses to be incurred
during the first two months of the project term.

3. Subgrantee agrees to conduct a job training program for
eligible participants in accordance with

- a. Exhibit A, Assurances and Certifications, attached
hereto and made a part hereof; and
- b. Exhibit B, Approved CWETA Training Plan and Budget,

- (1). attached hereto and made a part hereof, or
- (2). incorporated herein by reference as Intra-Depart-
mental Number N/A, a copy of
which is on file with EDE, 800 Capitol Mall,
MIC #42, Sacramento, CA. 95814, and Exhibit C,
Approved Budget, attached hereto and made a part

hereof; and

- c. The Fair Employment Practices Addendum, Std. Form 3, attached hereto and made a part hereof

4. Prior to any disbursements Subgrantee shall forward to EDD an assurance that all persons handling funds received or disbursements made hereunder are covered by a fidelity bond in an amount not less than \$ 11,579. If the bond is cancelled or reduced, Subgrantee shall immediately so notify EDD. In that event, EDD shall make no further disbursements until it is assured adequate coverage has been obtained.

5. With respect to performance under this Agreement, Subgrantee agrees to obtain public liability and property damage insurance, including but not limited to, premises and automobiles with minimum liability limits of five hundred thousand dollars (\$500,000) for bodily injury or death of any person, and damage to property of not less than two hundred fifty thousand dollars (\$250,000) resulting from any occurrence. Said policy shall provide thirty (30) days' written notice to EDD of cancellation or material change. Prior to performance under this Agreement, Subgrantee will submit the policy or written verification of the face amount of the policy to EDD. Further, Subgrantee shall throughout the period of this Agreement maintain in full force and effect a policy or worker's compensation insurance.

6. In the event of any termination, all property, finished or unfinished documents, data studies and reports, supplies prepared or purchased by the Subgrantee under this Agreement shall be disposed of in accordance with the direction of EDD.

7. At the expiration of the term of this Agreement or upon termination prior to expiration, funds not expended for the purposes of this Agreement shall revert to EDD.

8. Termination

- a. Either party may terminate this Agreement by giving written notice to the other party at least twenty (20) days prior to the effective termination date.
- b. All notices of termination may be personally delivered or may be delivered by deposit in the United States mail, postage prepaid, and shall be deemed to have been given at the time of personal delivery, or of the date of deposit in the mails. Notices to the Subgrantee should be addressed to: 500 First Street,
Woodland, CA 95695

Notices to EDD shall be addressed to: California
Employment Development Department, 800 Capitol Mall,
Sacramento, California 95814, ATTN: California
Worksite Education and Training Act.

9. This Agreement may be amended in writing by mutual agreement of the parties hereto.

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

A. LEGAL RELATIONSHIPS

1. Subgrantee assures and certifies that it shall comply with the requirements of the California Worksite Education and Training Act of 1979, hereinafter referred to as the Act, and with the rules, regulations, and policies promulgated thereunder.
2. Subgrantee further assures and certifies that if the rules and regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Employment Development Department (EDD) within thirty (30) days after notification by EDD of the amendments or revisions that it cannot so conform.
3. This Agreement is not intended to and shall not be construed to create the relationship of agents, servant, employee, partnership, joint venture or association between the parties.
4. Training and activities provided under this Agreement shall be administered by or under the supervision of the Subgrantee.
5. Subgrantee agrees that premises used for training under this Act are available for on-site inspection by EDD or its agent during reasonable business hours.
6. Subgrantee shall ensure that appropriate standards for health and safety in work and training situations will be maintained.
7. Subgrantee shall ensure that all applicable Federal, State and local laws, ordinances, and regulations shall be complied with.
8. Subgrantee agrees that third party contractual agreements to provide any or all of the services in this Agreement shall be subject to prior written approval of EDD.
9. Subgrantee agrees to comply with the California Occupational Information System Data Reporting requirements when established by the California Occupational Information Coordinating Committee
10. Subgrantee agrees to comply with Section 3201 et al of the California Governmental Code, if applicable, which limits the political activity of public employees.

B. PROGRAM PROVISIONS

1. Subgrantee shall assure that training and related services will, to the maximum extent practical, be consistent with every individual's fullest capabilities and lead to employment opportunities with definite career potential.

10. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes all negotiations and any other agreements between them.

11. Hold Harmless--Indemnification: The Subgrantee agrees, to the extent permitted by law, to indemnify, defend and save harmless EDD, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Subgrantee in the performance of this Agreement.

APPROVED FOR EDD

STEVE DUSCHA, CHETA Director
Name and Title

Signature

Date

APPROVED FOR SUBGRANTEE

TWYLA J. THOMPSON
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
Name and Title

Signature

Date

NOV 25 1990

"I hereby certify that all conditions for exemption have been complied with, and this contract and/or amendment is exempt from the payment of State and local taxes."

Twyla J. Thompson

"I hereby certify that all conditions for exemption set forth in State Admin. Code, Title 15, Part 1504 have been complied with and this document is exempt from payment of taxes or charges by the Department of Finance."

I hereby certify my personal knowledge that suggested funds are available for the period and purpose of the expenditure stated above.

\$30,467.00

1555 U1 CODE

UNEMP. ADMIN. FUND 80/81

90341-03910-931

2. Subgrantee agrees to employ or to use reasonable efforts to place into full-time, unsubsidized employment all persons who successfully complete entry level training in accordance with Exhibit B - CWETA Training Program Plan and Budget. Where upgrade training occurs as part of the training plan, subgrantee agrees to upgrade or to use reasonable efforts to place into full-time, unsubsidized, upgrade positions, all persons who successfully complete upgrade training and agrees to employ or to use reasonable efforts to place into positions vacated as a result of successful upgrade hires or as a result of normal attrition, persons from the target population in accordance with Exhibit B - CWETA Training Plan and Budget. "Reasonable efforts to place" shall include but is not limited to the inclusion of a provision or provisions in subagreements, financial or non-financial, with participating employers whereby such participating employers agree to hire persons in accordance with Exhibit B, the CWETA Training Plan and Budget.
3. Subgrantee shall ensure that classroom instruction, where deemed necessary, will be conducted in such a manner as to permit participants, to the extent feasible, to receive credit from the appropriate educational agency or school involved.
4. Subgrantee assures that the training institution utilized for institutional, vocational, or professional training, involved pursuant to this Agreement has been approved by the appropriate state educational agency or a recognized accreditation association as meeting applicable standards.
5. Training under this Agreement shall prepare participants for employment in permanent and unsubsidized jobs with emphasis in the private sector.
6. Subgrantee shall ensure that there will be an adequate number of supervisory personnel at employment worksites, and that these personnel are adequately trained to provide supervision and training for participants.
7. Subgrantee agrees that programs funded under this Agreement shall supplement and not supplant vocational training or apprenticeship programs provided by employers and employee organizations in calendar year 1978, and that such training or apprenticeship programs will be maintained at their normal level of support without use of funds provided under this Agreement.
8. Subgrantee agrees that programs funded under this Agreement shall supplement and not supplant training programs which meet the criteria under the Act and which were provided by community colleges and K-12 institutions in calendar year 1978, and that such training programs will be maintained at their normal level of support without use of funds provided under this Agreement.

C. FISCAL PROVISIONS

1. Subgrantee certifies that it maintains adequate administrative and accounting controls and records and shall provide access to these records as necessary for EDD's review to assure that funds are being expended in accordance with the purpose and provisions of the Act.
2. Where Subgrantee is a local education agency as defined in UI Code Section 9900-9910, Subgrantee shall claim as income all funds received, generated by, or attributed to the project such as, but not limited to, funds derived from State apportionment (average daily attendance - ADA) or apprenticeship education pursuant to the Education Code. Such income shall be used to offset funds received through this subgrant.
3. Subgrantee shall submit fiscal and statistical data required by EDD on a monthly basis. EDD, as fiscal agent, shall process all invoices from and to the Subgrantee.
4. EDD or its duly authorized representative shall have the right to observe and monitor all conditions and activities involved under this Agreement.
5. Subgrantee agrees that EDD, upon request, shall have the right to examine and audit all records, books, papers or documents related to the conduct of programs funded by this Agreement. The Subgrantee further agrees to retain all such records, books, papers or documents pertaining to this Agreement for three years from the termination of this Agreement or until audited, whichever occurs first.
6. Participants' wages shall be in accord with orders of the Industrial Welfare Commission, collective bargaining agreements, prevailing wage determinations of the Director of Industrial Relations, or federal wage and hour laws, as may be applicable to the individual job, but shall be no less than the applicable California or federal minimum wage, whichever is higher.
7. Subgrantee shall, within 60 days after either the expiration of the term of this Agreement or termination prior to expiration, submit to EDD a fiscal close-out of all expenditures incurred for the purposes of this Agreement.

D. AFFIRMATIVE ACTION

1. Subgrantee agrees to comply with the provisions of the Fair Employment Practices Addendum, Std. Form 3.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

MODIFICATION

#

AGREEMENT NO. **80-397**

REQUEST FOR MODIFICATION TO CONTRACT # 80-344

REQUEST DATE _____

CETA TITLE: IV YETP

CORRESPONDS TO ANNUAL PLAN MOD # _____

PROGRAM NAME: Yolo County Superintendent
of Schools

MOD # 001

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged ☐ Increased by \$ _____ ☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To add a clause to the contract provisions relating to reporting.

MODIFICATION

The following clause is added to the contract provisions item 5(a), page 5, starting at line 23: "The Prime Sponsor shall specify all criteria and data necessary for all reports required of the Subgrantee."

\$16,876

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the MAPC:

☐ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer _____ Date _____

10-01-80
Effective date of modification

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI ProjectsAgreement/
Subgrant No. 80-398Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
The Aquarian Effort, Inc.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Aquarian Effort, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Alternative House Education Program

JAN - 6 1981

MAILING ADDRESS : 1330 "P" Street

PETER McNAMEE, Clerk

CITY & STATE : Sacramento, CA 95814

By (Signature) DEPUTY
PHONE : 444-6297

PROGRAM DIRECTOR : Galen Phipps

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$8,726.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Daniel Bergin

By Signature

X Twyla J. Thompson

Name and Title

Date

Daniel Bergin
Executive Director

12/12/80

Name and Title

Date

Twyla J. Thompson, Chairman
Board of Supervisors

NOV 23 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Aquarian Effort, Inc.
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Aquarian Effort, Inc. is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of Work to be Performed
- (i) Operating Budget
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 8,726, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.
3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

- (a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.
- (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.
- (d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.
- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE. If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-398.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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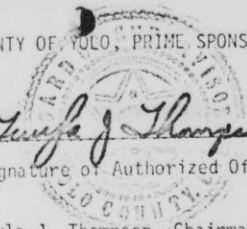
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COUNTY OF YOLO, PRIME SPONSOR


X. Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

The Aduarian Effort, Inc.

(Legal Name of SUBGRANTEE)

Daniel Bergin
(Signature of Authorized Officer)

Executive Director

December 12 19 80

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

The Aquarian Effort, Inc.

Name of Subgrantee

Daniel Bengier

Authorized Signature

December 12, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

SETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

I. Project Abstract

The Aquarian Effort's Alternative House, a residential Drug Abuse treatment center, is requesting funding for an education coordinator to provide remedial education service to its residents.

Historically, we've documented that approximately 40% of all our intakes possess educational skills considerably below Junior High School level. This is a severe handicap to their future employment possibilities, especially when considered along with the other problems our population brings to us.

We propose to provide remedial education services, to be folded into our normal treatment regimen, such that 90% of all those identified are needing this service will be reading and doing simple pre-algebraic computations at, at least, an 8th grade level upon completion of treatment service. As we will treat some 80 persons a year at our facility, this should mean some 25 to 30 persons will benefit from this service.

II. Background

A. History

The Aquarian Effort was incorporated in 1969. Its purpose is to provide comprehensive drug-abuse treatment services to the citizens of Sacramento and surrounding counties. Over the years The Aquarian Effort has provided those services to an average of 1,500 persons a year. Though our clients tend to be white, middle-class, and an average age of 24, we treat all ethnic groups at, or above, their percentage of the county population, all ages, and every socio-economic strata.

Our services are disseminated from four separate facilities located throughout the city, and through some twelve separate service units. At present, our primary service units include an out-patient counseling program, an in-patient opiate detoxification program, and a residential treatment unit (static matrix of 30). In addition to these primary service units, we provide nine other ancillary and support services that include medical service, legal service, follow-up, consultation, and information, employment counseling, and special training services for our staff and other community agencies. This year, we've added special service units to focus on the unique problems of the PCP abuser, and the drug-related problems of the Mature Citizen.

At present, we enjoy a credible reputation as the primary drug-abuse treatment agency in this county, and we are, in terms of numbers served, staff size, and budget, one of the largest treatment programs in the State.

We have provided treatment services continually for nine years. Our services are utilized by courts, probation and parole agencies, local penal institutions, as well as mental health and related service agencies. All of these facts underscore a tacit agreement as to our continued competence to meet that need.

GOALS

To provide remedial education opportunities to those residents in need of them.

- A. To provide such services to a minimum of 30 individuals a year.

OBJECTIVES

To locate, and identify a minimum of 8 area remedial education programs who are available to provide educational services to Alternative House residents.

To identify, through screening instruments and interviews, those residents in need of remedial education. (approx. 30-35 a year)

To locate transportation to each educational program (eg. bus lines; volunteer programs; car pools, etc.)

To act as liaison between educational programs and Alternative House for continued motivation, the avoidance of "communication problems", and the monitoring of the residents progress through the educational project.

ACTIVITIES AND TIMELINES

TASKS	RESPONSIBILITY	DATE ACCOMP.
1. Interview and hire Personell	Staff	Oct. 15 (2 weeks)
2. Training and Orientation	Staff	Oct. 22 (1 week)
3. Location and Identification of all available educational projects a) Research staff's educational skills that are applicaple	Project Person	Nov. 13 (3 weeks)
4. Locate and Identify available transportation to identified educational projects.	Project Person	Nov. 26 (2 weeks)
5. Screen and Interview those residents who need remedial education.	Project Person & Appropriate Staff	On-going from Nov. 26
6. Locate and identify significant person in each educational project for follow-up monitoring of residents progress in the program.	Project Person	On-going from Nov. 26
7. Place and monitor residents into appropriate adult educational programs.	Project Person	Jan. 1, 1981 (on-going)

VI. Coordination

In organizing an education project at The Aquarian Effort Alternative House, coordination with other community programs is utilized to the fullest extent possible. The linkages that looked the most promising at this point were the Adult Education services provided through the Washington Unified School District. However, the resources available through adult education were severely curtailed if not done away with by proposition 13. It is hoped that some schools in Yolo or Sacramento County can make their services available on a referral basis at the very least. The residents leaving The Alternative House will need to continue their education once released. Regardless of the resources available, The Alternative House will make use of any and all community programs that can feasibly be used to augment this project.

VII. Position Specifications

Job Title: Remedial Education Liaison Specialist

Agency: The Aquarian Effort, Inc.

Qualifications: The person applying for this position should have good verbal skills as well as be able to establish good working relationships with others. It is important that he/she be able to relate to a wide variety of people and/or agencies. This position should be filled by someone who is particularly sensitive to the needs of people with poor reading, writing and computation skills. This person should be able to initiate projects and self motivate themselves toward selected goals.

Experience: Some experience in organization and administration is necessary. The applicant should have some knowledge of community agencies and resources. Some history in the substance abuse field would be helpful.

Education: High School Diploma

Duties: The applicant will be responsible for researching existing programs and community resources. The objective of this research is to organize an education program at The Alternative House utilizing, program staff expertise, community resources and volunteer educators solicited from the community. Moreover, this liaison person will monitor the individual clients education progress and provide support for the client toward the completion of their courses.

Salary: \$702 per month

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE November 10, 1980

Subgrantee Name and Address:

Contact Person: Galen Phipps

The Aquarian Effort, Inc.

Phone (916) 444-6297

1330 "P" Street

Period: From 12/01/80 To 09/30/81

Sacramento, CA 95814

Program Name: Alternative House Education Program

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						851			851
JAN.						851			851
FEB.						851			851
MAR.						851			851
APR.						887			887
MAY						887			887
JUNE						887			887
JULY						887			887
AUG.						887			887
SEPT.						887			887
TOTAL						8726			8726

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.			702	149				851
JAN.			702	149				851
FEB.			702	149				851
MAR.			702	149				851
APR.			737	150				887
MAY			737	150				887
JUNE			737	150				887
JULY			737	150				887
AUG.			737	150				887
SEPT.			737	150				887
TOTAL			7230	1496				8726

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Daniel Bergin Executive Director

Name and Title of Authorized Official

Daniel Bergin
Signature

Sharon Hansen
Fiscal Officer

Margaret S. Miller
CETA Director

11-21-80
Date

11/25/80
Date

INDIVIDUAL BUDGET

1. Name of Agency: The Aquarian Effort, Inc.
2. Title VI Project Name: Alternative House Educational Program
3. Position Title: Remedial Skills Development Specialist
4. Date Submitted: July 31, 1980

5. Actual Costs 6. Federal Costs

7. Total Salary Per Month	\$ 702.00	\$ 702.00
a. Base Salary	\$ 661.50	\$ 661.50
b. Additional Holiday Pay	\$ 40.50	\$ 40.50
c. Additional Shift Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits	\$ -0-	\$ -0-
a. Social Security..... %	\$ -0-	\$ -0-
b. Medical Insurance	\$ 97.00	\$ 97.00
c. Dental Plan	\$ 26.00	\$ 26.00
d. Uniform Allowance	\$ -0-	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
2.40 X .84 X 7.02 =	\$ 14.15	\$ 14.15
f. Mileage		
50 miles @ .18 per mile.....	\$ 9.00	\$ 9.00
g. Other (specify)		
	\$ 2.40	\$ 2.40
	\$	\$
10. Total Fringe Benefits Cost	\$ 148.55	\$ 148.55
11. Total Position Cost	\$ 850.55	\$ 850.55
12. Anticipated Salary Increases		
a. Cost of Living		
% Effective Date	\$	\$
% Effective Date	\$	\$
b. Step Increases		
5 % Effective Date April 1, 1980	\$ 35.10	\$ 35.10
% Effective Date	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 7230	\$ 7230
b. Fringe Benefits	\$ 1496	\$ 1496
c. Total	\$ 8726	\$ 8726
14. Number of Positions Being Requested	1	
15. Prepared By: Galen L. Phipps		

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PROJECTSAgreement/
Subgrant No. 80-399Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Farmworkers Service Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Farmworkers Service Center

hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement. **FILED**

PROGRAM : Woodland Self-Help Co-Op Housing

JAN - 6 1981

MAILING ADDRESS : 217 Fourth Street

PETER McNAMEE, Clerk
By Irma M. Palmer
DEPUTY

CITY & STATE : Woodland, CA 95695

PHONE : 666-3421

PROGRAM DIRECTOR : Guadalupe Checa

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$21,976.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Alberto Diaz

Name and Title

ALBERTO DIAZ

BOARD OF SUPERVISORS PRESIDENT

12-11-80 Date

By Signature

Twyla J. Thompson

Name and Title

Twyla J. Thompson, Chairman
Board of Supervisors

Date

NOV 25 1980

Type Name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Farmworkers Service Center
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Farmworkers Service Center is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of Work to be Performed
22 (i) Operating Budget
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin December 1, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 21,976,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.

13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.

22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.

28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

1 submitted to it within ninety (90) days after PRIME SPONSOR has
2 received any such materials, SUBGRANTEE may proceed to publish the
3 materials in the form in which they have been submitted to PRIME
4 SPONSOR but shall include the credit statement and the disclaimer
5 statement set forth above, but without any further comments.

6 20. Patents

7 If any discovery or invention arises or is developed in the course of or
8 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
9 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
10 that determination of rights to inventions or discoveries made under this
11 agreement shall be made by the United States Federal Department of Labor,
12 or its duly authorized representatives, who shall have the sole and
13 exclusive powers to determine whether or not and where a patent applica-
14 tion should be filed and to determine the disposition of all rights in
15 such inventions or discoveries, including title to and license rights
16 under any patent application or patent which may issue thereon. The
17 determination of DOL, or its duly authorized representative, shall be
18 accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME
19 SPONSOR and/or the United States Federal Department of Labor shall
20 acquire at least an irrevocable, non-exclusive, and royalty-free license
21 to practice and have practiced throughout the world for governmental
22 purposes any invention made in the course of or under this Agreement.

23 21. Personnel

- 24 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
25 all personnel required in performing the services under the
26 SUBGRANT. Such personnel shall not be employees of or have any
27 contractual relationship with PRIME SPONSOR.
28 (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-399.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X. Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

FARMWORKERS Service Center

(Legal Name of SUBGRANTEE)

Alberto Diaz
(Signature of Authorized Officer)
ALBERTO DIAZ
BOARD OF SUPERVISORS President

December 11 1980

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

FARMWORKER SERVICE CENTER
Name of Subgrantee

Alberto Diaz
Authorized Signature

12-11-80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1797 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por este plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, ALBERTO DIAZ, AM RESPONSIBLE FOR

FARMWORKERS SERVICE CENTER AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Alberto Diaz

SIGNATURE OF THE PERSON RESPONSIBLE

I Project Abstract

The Farmworkers' Service Center is seeking funding for two Title 6 PSE employees to coordinate a cooperative self-help housing project for agricultural workers here in Woodland. Although Rural California Housing Corporation has organized and provided technical assistance to several self-help projects in the outlying areas of Yolo County, their funding is exclusively from Farmers' Home Administration which limits them to areas with 10,000 or fewer inhabitants and they have no experience assisting housing co-ops. (See letter of Adan Nejera of RCAC).

During the course of the project, the Technical Assistance Coordinator will serve as contact person for and receive extensive training from Rural Community Assistance Corporation in Sacramento and Jim Grey, a realtor with vast experience working in farmworker housing. Besides bi-lingual training, RCAC has agreed to assist the project with feasibility studies, loan and grant package preparation, and architectural and engineering planning. Two RCAC employees, Ellen Reed and Jaime Bordenave, both of Davis, are bi-lingual and work primarily with farmworker housing co-ops all over the state. Jim Grey has offered to assist in site selection, feasibility studies and land acquisition. (See letters of Mike Mannion and Jim Grey). Legal assistance in developing a corporate structure and bylaws and in negotiating land acquisition and drafting contracts will be provided by Susan Scott, ex-Center attorney and currently Staff Attorney at the Yolo County branch of Northern California Legal Services.

The Member-Organizer's job will be to recruit, organize and train the members to enable them to take an active role in

the project.

Whether the project will consist of rehabilitation of old, substandard housing or construction of brand new houses will be determined by the co-op members themselves when they are presented with feasibility projections of options selected by the two CETA employees, with the assistance of Jim Grey. At this point rehabilitation appears to be the more likely plan. In any case, organizing, site selection, financing and land acquisition must be accomplished before construction can begin and that is the goal of this project. The actual construction will begin after the end of the project year.

WOODLAND SELF-HELP CO-OP HOUSING PROJECT

Goals	OBJECTIVES
1.0 A goal of the FWSC is to teach low-income farmworkers to help themselves 2.0 Another goal of the FWSC is to improve living conditions for farmworkers by helping them gain access to decent, affordable housing and by up-grading the low-income areas in Woodland.	1.1 By Dec. 1, 1980, a group of families will have been formed to participate in the project 1.2 By Feb. 1, 1981, the group will have obtained training in ownership structures, project and construction feasibility sufficient to draw up their own by-laws, chose a site and a plan for their housing project 1.3 By Oct. 1, 1981, the group will have been trained sufficiently in land acquisition to participate in negotiating the acquisition of lots to build on or rehabilitate. 2.1 By Mar. 1, 1981, proposals and loan packages will have been submitted to seek financing for a co-op self-help housing project in Woodland. 2.2 By Oct. 1, 1981, a site or several improved lots shall have been acquired or negotiations for acquisition completed and funding secured for construction.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 group formed
1.2 group chooses site, plan and structure
1.3 group negotiates acquisition of lots

2.1 financing sought
2.2 lots acquired and funding for construction secured

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
1.1.1 recruit group	M.O.	11/1	XXXX											
1.1.2 sub-committees formed	M.O.	11/1	X											
1.1.3 formation meetings	M.O.	12/1	XXXX											
1.2.1 contact established with Technical Assistance providers	T.A.C.	11/1	XXXX											
1.2.2 training of CETA workers	T.A.C. & RCAC, J. Gray	10/1	XX											
1.2.3 site search & research	T.A.C. & M.O.	1/1	XXXXXXXXXX											
1.2.4 site options presented to J. Gray for feasibility study	T.A.C.	1/1				X								
1.2.5 feasibility study of options	J. Gray	2/1				XXXX								
1.2.6 group trained	M.O.	2/1				XXXXXXXXXX								
1.2.7 group writes by-laws	M.O., T.A.C. & S. Scott	6/1				XXXXXXXXXXXXXXXXXXXX								
1.3.1 group trained in land acquisition & negotiation	(M.O. J. Gray	6/1				XXXXXXXXXXXXXXXXXXXX								
1.3.2 group negotiates acquisition	(S. Scott	10/1									XXXXXXXXXXXXXXXXXXXX			
2.1.1 finance training to TAC and contacts made	RCAC TAC	1/1	XXXXXXXXXXXXXXXXXXXX											
2.1.2 write proposals & loan packages	TAC & RCAC	3/1					XXXX							
2.1.3 solicit \$ from members	TAC & MO	3/1					XXXX							
2.1.4 on-going fund-raising	TAC	10/1					XX							
2.2.1 negotiation training to TAC	J. Gray	6/1					XXXXXXXXXXXXXXXXXXXX							
2.2.2 actual negotiation & acquisition	TAC, JG, SS & group	10/1									XXXXXXXXXXXXXXXXXXXX			
2.2.3 seek necessary permits from city/county	TAC, JG	?					XX							

M.O. = Member Organizer, T.A.C. = Technical Assistance Co-ordinator

V Coordination

As described throughout the proposal, this project is to be closely coordinated with technical assistance services available through Rural Community Assistance Corporation. The functions served by the Member Organizer and the Technical Assistance Coordinator are functions which are essential to bring the RCAC services to bear on the project. (See letter from Mike Mannion). Aside from assistance from individuals such as Jim Gray and Susan Scott, the project expects eventually to coordinate to some degree with the Yolo County Housing Authority if the group decides to do rehabilitation. YCHA rehabilitation grants are available to low-income homeowners who have lived in their home for at least 6 months and who live within the Rehabilitation areas. It is anticipated, therefore, that once acquisition is accomplished through this project, members of the group may want to participate in the YCHA reimbursement plan. (See brochure and letter of Norman Frohwein, YCHA).

There will be no duplication of effort with Rural California Housing Corporation as Woodland is not within their authorized area of operation and they have not worked with co-ops. However, Adan Nejera has expressed interest in the project and may be able to provide some technical assistance on a limited basis.

VI Position Specifications

1. Job Title: Technical Assistance Coordinator

Qualifications: bi-lingual
at least one year community organizing or
6 months involvement with public housing
or resource development for community-
based projects
high school

Duties: make contact with and co-ordinate activity of
technical assistance providers, including
RCAC, Jim Gray, Susan Scott
research title and ownership of lots and find
potential sites for construction or rehab
develop financial resources for purchase of
land and materials

Salary: \$ 8424.00

2. Job Title: Member Organizer

Qualifications: Spanish-speaking
member of low-income farmworker community

Duties: recruit and organize co-op members
train members in ownership structure, project
feasibility and acquisition and negotiation
maintain contact with members and coordinate
their activities

Salary: \$ 8424.00

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE December 10, 1980

Subgrantee Name and Address:

Contact Person: Guadalupe Checa

Farmworkers Service Center

Phone 666-3421

217 Fourth Street

Period: From 12-1-80 To 9-30-81

Woodland, CA 95695

Program Name: Woodland Self-Help Co-op Housing

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						2,194			2,194
JAN.						2,198			2,198
FEB.						2,198			2,198
MAR.						2,198			2,198
APR.						2,198			2,198
MAY						2,198			2,198
JUNE						2,198			2,198
JULY						2,198			2,198
AUG.						2,198			2,198
SEPT.						2,198			2,198
TOTAL						21,976			21,976

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.			1,404	790				2,194
JAN.			1,404	794				2,198
FEB.			1,404	794				2,198
MAR.			1,404	794				2,198
APR.			1,404	794				2,198
MAY			1,404	794				2,198
JUNE			1,404	794				2,198
JULY			1,404	794				2,198
AUG.			1,404	794				2,198
SEPT.			1,404	794				2,198
TOTAL			14,040	7,936				21,976

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Alberto Diaz
Name and Title of Authorized Official

Harriet Hines
Fiscal Officer

11-20-80
Date

Signature

Margaret J. Shelden
CETA Director

11-25-80
Date

INDIVIDUAL BUDGET

1. Name of Agency: Farmworkers' Service Center
2. Title VI Project Name: Woodland Self-Help Co-op Housing
3. Position Title: Member Organizer

4. Date Submitted: September 26, 1980 5. Actual Costs 6. Federal Costs

7. Total Salary Per Month	\$ 702	\$ 702
a. Base Salary	\$ 702	\$ 702
b. Additional Holiday Pay	\$	\$
c. Additional Shifty Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... 6.13 %	\$ 43.03	\$ 43.03
b. Medical Insurance	\$ 124.90	\$ 124.90
c. Dental Plan	\$ 22.00	\$ 22.00
d. Uniform Allowance	\$ 0	\$ 0
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ =	\$ 5.98	\$ 5.98
f. Mileage		
1000 miles @ \$0.17 per mile	\$ 170.00	\$ 170.00
g. Other (specify)		
351/12=\$29.16 per month	\$ 29.16	\$ 29.16
10. Total Fringe Benefits Cost	\$ 395.07	\$ 395.07
11. Total Position Cost	\$ 1,097.07	\$ 1,097.07

12. Anticipated Salary Increases

a. Cost of Living		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
b. Step Increases		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ 7,020.	\$ 7,020.
b. Fringe Benefits	\$ 3,968.	\$ 3,968.00
c. Total	\$ 10,988.	\$ 10,988.

14. Number of Positions Being Requested 1

15. Prepared By: Guadalupe Checa

INDIVIDUAL BUDGET

1. Name of Agency: Farmworkers' Service Center
2. Title VI Project Name: Woodland Self-Help Housing Co-op Housing
3. Position Title: Technical Assistance Co-ordinator
4. Date Submitted: 9/26/80

5. Actual Costs

6. Federal Costs

7. Total Salary per month	\$ 702.00	\$ 702.00
a. Base Salary	\$ 702.00	\$ 702.00
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits		
a. Social Security 6.13 %.....	\$ 43.03	\$ 43.03
b. Medical Insurance	\$ 124.90	\$ 124.90
c. Dental Plan	\$ 22.00	\$ 22.00
d. Uniform Allowance	\$ 0	\$ 0
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ X _____ =	\$ 5.98	\$ 5.98
f. Mileage		
1000 miles @ \$0.17 per mile	\$ 170.00	\$ 170.00
g. Other (specify)		
351/12 = \$29.16 per month	\$ 29.16	\$ 29.16
10. Total Fringe Benefits Cost	\$ 395.07	\$ 395.07
11. Total Position Cost	\$ 1,097.07	\$ 1,097.07
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
b. Step Increases		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	\$ 7,020.00	\$ 7,020.00
b. Fringe Benefits	\$ 3,968.00	\$ 3,968.00
c. Total	\$ 10,988.00	\$ 10,988.00
14. Number of Positions being requested	1	
15. Prepared by: Guadalupe Checa		

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI ProjectsAgreement/
Subgrant No. 80-400

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California at Davis hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Computerization of Law School Data

MAILING ADDRESS : 312 Mrak Hall

CITY & STATE : Davis, CA 95616

PROGRAM DIRECTOR : Bobbie Hasselbring

JAN - 6 1981

PETER McNAMEE, Clerk

PHONE : 752-6882 DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$8,310.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Jonellen Faddard

Name and Title

Date

By Signature

x Twyla J. Thompson

Name and Title

Date

Twyla J. Thompson, Chairman
Board of Supervisors

NOV 25 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California at Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The University of California at Davis is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of Work to be Performed
22 (i) Operating Budget
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$8,310, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect. on

3 7. Waiver of Statute of Limitations in

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT I

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice: if

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-400.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Jonellen Gabbard
(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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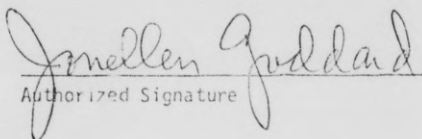
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

STATEMENT

I. COMPLIANCE STATEMENT

_____, I, _____, AM RESPONSIBLE FOR

SUBAGENT NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

COUNTY EMPLOYMENT AND TRAINING
AFFIRMATIVE ACTION ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
WORK MEANS AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

I PROJECT ABSTRACT

Each year a large number of applications for a admission to the law school and/or for financial aid are closed as incomplete because requests for missing information could not be relayed to the applicant quickly enough. This situation is being remedied with the installation of a new computer for the Admissions Office and a new system for the financial Aid Office.

The purpose of this project is to provide computer access to all law school application information and to put previous years files into the new Financial Aid Management System. It will have two phases: 1) Computerization of financial aid records and; 2) Computerization of admission applicant data. This project will allow the law school to handle their application process more quickly and efficiently.

PSE Project

COMPUTERIZATION OF LAW SCHOOL DATA

Goals	OBJECTIVES
1.0 Computerization of Admissions Applicant Data	1.1 By 30 Sept. 1981 computerization of Admissions data will be complete
2.0 Computerization of Financial Aid Applicant Records	2.1 By 30 Sept. 1981 computerization of Financial Aid data will be complete

ACTIVITIES AND TIMELINES

SUBJECTIVE(S): 1.1 Computerization of Admissions Data

TASKS	RESPONSIBILITY	DATE ACCOMP.												
			Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1. Recruit, select and orient CETA participant to project	Yolo CETA STEP office Admissions Office of Law School	1 Nov. 1980	xxxx											
1.2. Familiarize participant with Admissions Computer Program, etc.	Law School	1 Dec. 1980		xxxx										
1.3. Prepare old file material for computer input	CETA participant	15 Jan. 1981			xxxx	xx								
1.4. Prepare new material for input into computer	CETA participant	1 Sept. 1981				xx	xxxx	xxx	xxx	xxx	xx	xxx	xxx	
1.5. Evaluate system input and develop format for most efficient use of the system	CETA participant Law School personnel	30 Sept. 1981					xxx	xxx	xxx	xxx	xx	xxx	xxx	xx

ACTIVITIES AND TIMELINES

PROJECT(S): 1.1 Computerization of Financial Aid Data:

[illegible]

VI COORDINATION

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

VII POSITION SPECIFICATIONS

JOB TITLE: Assistant Coder Trainee (Assistant III Classification)

AGENCY: U.C. Davis
King Law School

QUALIFICATIONS: Ability to follow written and oral instructions

EXPERIENCE: Some clerical work involving operation of a calculator

EDUCATION: High School graduation or GED

DUTIES:

1. Learn to use coding system in Law School Admissions Computer or the Financial Aid Management Systems (FAMS)
2. Coding statistics related to particular area of work assignment
3. Test run data and make corrections as needed

SALARY: \$738

TRAINING PLAN: During the first two weeks of the job, the skills of the participant will be assessed in relationship to the job for which hired. At that time a detailed training plan will be developed for the participant.

At the least the participant will acquire the skills needed to carry out duties of the job.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☐ ORIGINAL

☐ REVISION NO. _____

DATE November 10, 1980

Subgrantee Name and Address:

Contact Person: Bobbie Hasselbring

University of California at Davis

Phone 752-6882

312 Mrak Hall

Period: From 12-1-80 To 9-30-81

Davis, CA 95616

Program Name: Computerization of Law School Data

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.						831			831
FEB.						831			831
MAR.						831			831
APR.						831			831
MAY						831			831
JUNE						831			831
JULY						831			831
AUG.						831			831
SEPT.						831			831
TOTAL						8,310			8,310

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.								
NOV.								
DEC.			736	95				831
JAN.			736	95				831
FEB.			736	95				831
MAR.			736	95				831
APR.			736	95				831
MAY			736	95				831
JUNE			736	95				831
JULY			736	95				831
AUG.			736	95				831
SEPT.			736	95				831
TOTAL			7,360	950				8,310

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Sharon Thomas Fiscal Officer 11/10/80 Date

August J. Williams CETA Director 11/10/80 Date

Frederick Goddard
Name and Title of Authorized Official

Signature

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name: Computerization of Law School Data
3. Position Title: Assistant Coder Trainee (Assistant III Classification)
4. Date Submitted: 9 September 1981
5. Actual Costs
6. Federal Costs

7. Total Salary Per Month	\$ 738	\$ 736
a. Base Salary	\$ 738	\$ 736
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... %	\$	\$
b. Medical Insurance @5.23%	\$ 39	\$ 39
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X 1.05% X 738 =	\$ 8	\$ 8
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$
g. Other (specify)		
Life Insurance @.10%	1.00	1.00
Non Industrial Disability @.29%	\$ 2.00	\$ 2.00
Accrued Vacation @6.16%	\$ 46.00	\$ 45.00
10. Total Fringe Benefits Cost	\$ 96.00	\$ 95.00
11. Total Position Cost	\$ 834.00	\$ 831.00

12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date July 1, 1980	\$ 37.00	\$ -0-
% Effective Date	\$	\$
b. Step Increases		
% Effective Date	\$	\$
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 7,491.00	\$ 7,360.00
b. Fringe Benefits	\$ 960.00	\$ 950.00
c. Total	\$ 8,451.00	\$ 8,310.00

14. Number of Positions Being Requested 1

15. Prepared By: Emily Mast

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI ProjectsAgreement/
Subgrant No. 80-401

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Student Experimental Farm Outreach and Extension

JAN - 6 1981

MAILING ADDRESS : 312 Mrak Hall

PETER MCNAMEE, Clerk
By James D. Gorman
DEPUTY

CITY & STATE : Davis, CA 95616

PHONE : 756-6882

PROGRAM DIRECTOR : Bobbie Hasselbring

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$9,787.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Jonellen Goddard

By Signature

Twyla J. Thompson

Name and Title

Date

Jonellen C. Goddard
Research Coordinator

DEC 5 1980

Name and Title

Date

Twyla J. Thompson, Chairman
Board of Supervisors

NOV 25 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California at Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The University of California at Davis is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of Work to be Performed
22 (i) Operating Budget
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$9,787, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-401.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)
Donellen C. Goddard
Donellen C. Goddard
Research Coordinator

DEC 5 1980

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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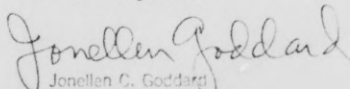
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee


Jonellen C. Goddard
Research Coordinator

Authorized Signature

DEC 5 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

ZETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

STATEMENT

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
SUBAGENT _____ NAME OF SUBAGENT

COUNTY _____ HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
AFFIRMATIVE ACTION ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
WORK WITH IT (AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

Many people do not view the University as a place they can go for help and informatin. This is especially true of the small farmer and urban gardener as they tend to view the agriculture research of the University as being aimed at the large farmer.

The purpose of this project is to inform the small farmer of the technologies and research of the University that is relevant to them and to assess the needs of the small farmer so the academic personnel can be made more aware of them. The activities include surveying the needs of small farmers in Yolo, Solano and Sacramento counties; publishing a "farm journal and informing the small farmer of the research being conducted at UCD that will benefit them. The expected result is that better communications will develop between the small farmer and the University.

IV. PSE Project STUDENT EXPERIMENTAL FARM OUTREACH AND EXTENSION

Goals	OBJECTIVES
1.0 Inform limited Resource Farmers and Urban Gardeners of Technologies and Research and UCD that may be relevant to them	1.1 By 15 May 1981 needs of limited resource farmers and urban gardeners will be assessed 1.2 By 30 Sept. 1981 a "farm journal" that will include the needs assessment and research reports from the Student Experimental Farm will be produced. 1.3 By 30 Sept. 1981 a regular newsletter will be implemented and published. 1.4 By 30 Sept. 1981 a workshop or seminar for the campus community at research needs of small farmers and urban gardeners will be conducted.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 Needs assessment of small farmers and urban gardeners

TASKS	RESPONSIBILITY	DATE ACCOMP.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1.1 Recruit, select and orient CETA participant to project	Yolo County STEP office Student Experimental Farm	1 Dec. 1980	xxxx										
1.1.2 Determine information needed	CETA participant	15 Dec. 1980		xx									
1.1.3 Prepare survey forms, set up schedule, etc.	CETA participant	1 Feb.			xx xxx								
1.1.4 Conduct needs assessment in Yolo, Solano and Sacramento Counties	CETA participant	30 Apr. 1981				xxxx	xxx	xxxx					
1.1.5 Analyse data gathered	CETA participant	15 May 1981					xxx	xxx	xx				

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.2 A Farm Journal will be produced.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.2.1 Recruit, select and orient CETA participant to project	Yolo County STEP office Student Experimental Farm	1 Dec. 1980	xxxx										
1.2.2 Needs assessment conducted	CETA participant	15 May 1981		xxxx	xxxx	xxxxxxxx		xxxx	xxxx				
1.2.3 Gather research reports from Student Experimental Farm	CETA participant	15 May		xxxx	xxxx	xxxxxxxx		xxxx	xxxx				
1.2.4 Publish "Farm Journal"	CETA participant	30 Sept.									xx	xx	xxx xxx xxxx

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.3 Implement a regular newsletter

TASKS	RESPONSIBILITY	DATE ACCOMP.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.3.1 Recruit, select and orient CETA participant to project	Yolo County STEP office Student Experimental Farm	1 Dec. 1980	xxxx										
1.3.2 Needs assessment conducted	CETA participant	15 May 1981		xxx	xx	xxx	xx	xxx	xx				
1.3.3 Design and publish a regular regular newsletter	CETA participant					xxx	xx	xxx	xx	xxx	xxx	xxx	xxx

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.4 Conduct workshop for campus community on needs of small farmers and urban gardeners

TASKS	RESPONSIBILITY	DATE ACCOMP.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.4.1 Recruit, select and orient CETA participant to project	Yolo County STEP office Student Experimental Farm	1 Dec. 1980	xxx										
1.4.2 Conduct needs assessment	CETA participant	15 May 1981		xxx	xxx	xxx	xxx	xxx	xx				
1.4.3 Publish Farm Journal	CETA participant	3 Sept.							xx	xx	xx	xxx	xxxx
1.4.4 Design and carry out workshop for campus community	CETA participant	30 Sept. 1981							x	xxx	xxx	xxx	xxx

VI COORDINATION

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

VII POSITION STATEMENT

JOB TITLE: Extension Program Coordination (Assistant II Classification)

AGENCY: U.C. Davis
Student Experimental Farm

QUALIFICATIONS: Ability to follow written and oral instructions
Ability to meet people easily and conduct interviews
Ability to write clear concise English

EXPERIENCE: None

EDUCATION: Graduation from High School or GED

DUTIES:

1. Locate and interview urban gardeners and small farmers in the local area (Yolo, Solano, and Sacramento counties).
2. Publish a "Farm Journal" that includes the results from the Student Experimental Farm.
3. Publish a brief but regular newsletter about technologies and research appropriate to the needs of small farmers and urban gardeners, directed to both them and the campus community.
4. Organize a workshop or seminar for the campus community on the research needs of small farmers and urban gardeners.

SALARY: \$671

TRAINING PLAN: During the first two weeks on the job, the skills of the participant will be assessed in relationship to the job for which hired. At that time a detailed training plan will be developed for the participant.

At the least the participant will acquire the skills needed to carry out duties of the job.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE November 12, 1980

Subgrantee Name and Address:

Contact Person: Bobbie Hasselbring

University of California at Davis

Phone (916) 756-6882

312 Mark Hall

Period: From 12/01/80 To 09/30/81

Davis, CA 95616

Program Name: Student Experimental Farm
Outreach and Extension

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						967			967
JAN.						967			967
FEB.						967			967
MAR.						967			967
APR.						967			967
MAY						967			967
JUNE						967			967
JULY						1006			1006
AUG.						1006			1006
SEPT.						1006			1006
TOTAL						9787			9787

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSTIE SUPV.	
OCT.								
NOV.								
DEC.			671	296				967
JAN.			671	296				967
FEB.			671	296				967
MAR.			671	296				967
APR.			671	296				967
MAY			671	296				967
JUNE			671	296				967
JULY			705	301				1006
AUG.			705	301				1006
SEPT.			705	301				1006
TOTAL			6812	2975				9787

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Jonellen C. Goddard

Jonellen C. Goddard

Research Coordinator

DEC 5 1980

Name and Title of Authorized Official

Signature

For CETA Approval Only:

Shirley H. Hines
Fiscal Officer

11/21/80
Date

Margaret A. Hobbins
CETA Director

11/21/80
Date

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name: Student Experimental Farm Outreach and Extension
3. Position Title: Extension Program Coordinator (Assistant II Classification)
4. Date Submitted: September 26, 1981 5. Actual Costs 6. Federal Costs

7. Total Salary Per Month	\$ 671.00	\$ 671.00
a. Base Salary	\$ 671.00	\$ 671.00
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... %	\$ -0-	\$ -0-
b. Medical Insurance @5.23%	\$ 35.10	\$ 35.10
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X 1.05% X 671 =	\$ 7.00	\$ 7.00
f. Mileage		
1000 miles @ 0.21 per mile.....	\$ 210.00	\$ 210.00
g. Other (specify)		
Life Insurance @ .10%	\$ 1.00	\$ 1.00
Non Industrial Disability @ .29%	\$ 2.00	\$ 2.00
Accrued Vacation @ 6.16%	\$ 41.00	\$ 41.00
10. Total Fringe Benefits Cost	\$ 296.00	\$ 296.00
11. Total Position Cost	\$ 967.00	\$ 967.00

12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date July 1, 1981	\$ 34.00	\$ 34.00
% Effective Date	\$	\$
b. Step Increases		
% Effective Date	\$	\$
% Effective Date	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 6812.00	\$ 6812.00
b. Fringe Benefits	\$ 2975.00	\$ 2975.00
c. Total	\$ 9787.00	\$ 9787.00

14. Number of Positions Being Requested 1

15. Prepared By: Emily Mast

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI ProjectsAgreement/
Subgrant No. 60-402Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California hereinafter referred to as SUBGRANTEE.
at Davis

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement. U C E T

PROGRAM	: Veterans Outreach Project	JAN - 6 1981
MAILING ADDRESS	: 312 Mrak Hall	PETER McNAMEE, Clerk By <u>Twyla J. Thompson</u> DEPUTY
CITY & STATE	: Davis, CA 95616	PHONE : 752-6882
PROGRAM DIRECTOR	: Bobbie Hasselbring	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980.The term of the SUBGRANT shall end on September 30, 1981.The total amount of the SUBGRANT is \$17,180.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <u>Jonellen Goddard</u>	By Signature <u>Twyla J. Thompson</u>	NOV 25 1980
Name and Title	Name and Title	Date
	Twyla J. Thompson, Chairman Board of Supervisors	

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California at Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The University of California at Davis is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Statement of Work to be Performed

22 (i) Operating Budget

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$16,620, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-402.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Jewellen Goddard
(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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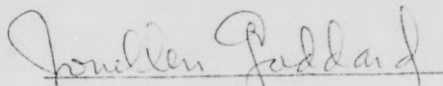
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
- 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

I PROJECT ABSTRACT

Many veterans in the community have needs for services in employment, training, medical counseling, etc. that are not currently being met by agencies in Yolo County either because the veteran is unaware of services available in the community or because the community is unaware of the veteran needs.

This project will seek out veterans in the community to survey their needs and to develop a plan for how those needs can better be met by agencies within the community. They will advise, counsel and provide job search and educational opportunities information to unemployed and disadvantaged veterans throughout Yolo County. They will develop an extensive referral system to veteran related agencies, services and programs for such problems as discharge upgrading, agent orange exposure, disability compensation and pension.

The benefits of this program are threefold: 1) Determine actually what are the unmet needs of veterans in the community; 2) Develop a networking system so that veterans can get better service than is currently being provided and 3) Accelerate the emergence of a positive image of the Vietnam Era Veteran.

IV.

PSE Project

VETERANS OUTREACH PROJECT

Goals

- 1.0 Study needs of veterans in Yolo County for information regarding benefits, employment and/or educational opportunities.
- 2.0 Providing information to veteran regarding benefits, employment and/or educational opportunities available in Yolo County.

OBJECTIVES

- 1.1 By 1 May 1981 publish a summary of findings on needs of veterans.
- 2.1 By 30 Sept. 1981, set-up a networking system to provide un-met needs services to veterans

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.1. Set up network

2.1 Set-up networking system to provide un-met needs services to veterans

[illegible]

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 by 1 May 1981, publish summary of finding on needs of veterans in Yolo County and how those needs are currently being met.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1.1 Recruit, select and orient CETA participants to project	Yolo County STEP office Veterans Affairs	1 Dec. 1980	xxxx										
1.1.2 Develop methodology to gather data on needs of veterans in Yolo County and how those needs are currently being met	CETA participants	1 Jan. 1981		xxxx									
1.1.3 Gather data on the extent of needs and how needs are currently being met	CETA participant	1 Mar.			xxxx	xxxx							
1.1.4 Analyse data on extent of needs, etc.	CETA participant	1 Apr.				xxxxxx							
1.1.5 Publish a summary of findings on needs, etc	CETA participants Veterans Affairs	1 May						xxxx					

VI COORDINATION

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

This project will require extensive coordination between the University Veterans Program, the County Veterans Service Program the Employment Development Department and with the CETA Prime Sponsor services to CETA eligible veterans person in the development of the plan to provide those services. When this project is funded, plans will be developed with these agencies for information sharing and clearance so there is no duplication of service.

VII POSITION STATEMENT

JOB TITLE : VETERANS OUTREACH ASSISTANT TRAINEE

AGENCY : U.C. DAVIS
STUDENT SPECIAL SERVICES

QUALIFICATIONS: Ability to follow written & oral instructions
Ability to work alone
Ability to meet and work with all people

EXPERIENCE : Vietnam Veteran Preferred

EDUCATION : High School graduate or GED

DUTIES : 1. Conduct survey of veterans to determine their
needs for services
2. Liaison with other veterans agencies and
organizations
3. Work in community throughout Yolo County dis-
seminating information to veterans and referring
them for services

SALARY : \$738.00

TRAINING PLAN : During the first two weeks on the job, the skills
of the participant will be assessed in relationship
to the job for which hired. At that time a detail-
ed training plan will be developed for the partici-
pant.

At the least the participant will acquire the skills
needed to carry out duties of the job.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE November 12, 1980

Subgrantee Name and Address:

Contact Person: Bobbie Hasselbring

University of California Davis

Phone 752-6882

312 Mrak Hall

Period: From 12-01-80 To 9-30-91

Davis, CA 95616

Program Name: Veterans Outreach Program

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						1,718			1,718
JAN.						1,718			1,718
FEB.						1,718			1,718
MAR.						1,718			1,718
APR.						1,718			1,718
MAY						1,718			1,718
JUNE						1,718			1,718
JULY						1,718			1,718
AUG.						1,718			1,718
SEPT.						1,718			1,718
TOTAL						17,180			17,180

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.			1,472	246			1,718
JAN.			1,472	246			1,718
FEB.			1,472	246			1,718
MAR.			1,472	246			1,718
APR.			1,472	246			1,718
MAY			1,472	246			1,718
JUNE			1,472	246			1,718
JULY			1,472	246			1,718
AUG.			1,472	246			1,718
SEPT.			1,472	246			1,718
TOTAL			14,720	2,460			17,180

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Jonathan Fadden
Name and Title of Authorized Official

Signature

For CETA Approval Only:

Shirley H. Hester 11/20/80
Fiscal Officer Date
Margaret J. Hutton 11/20/80
CETA Director Date

INDIVIDUAL BUDGET

1. Name of Agency:
2. Title VI Project Name:
3. Position Title:
4. Date Submitted:

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 738	\$ 736
a. Base Salary	\$	\$ 736
b. Additional Holiday Pay	\$	\$
c. Additional Shift Differential Pay	\$	\$
8. Overtime Pay	\$	\$
9. Fringe Benefits	\$	\$
a. Social Security..... %	\$	\$ -0
b. Medical Insurance @5.23%	\$ 39.00	\$ 39.00
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ 1.05% X 738 =	\$ 8.00	\$ 8.00
f. Mileage		
_____ 134 miles @ _____ 21¢ per mile.....	\$ 28.00	\$ 28.00
g. Other (specify)		
Life Insurance @.10%	1.00	1.00
Non-Industrial Disability @.29%	\$ 2.00	\$ 2.00
Accrued Vacation @ 6.16%	\$ 46.00	\$ 45.00
10. Total Fringe Benefits Cost	\$ 124.00	\$ 123.00
11. Total Position Cost	\$ 862.00	\$ 859.00

12. Anticipated Salary Increases

a. Cost of Living

_____ 5 % Effective Date 1 JULY, 1981	\$ 37.00	\$ -0
_____ % Effective Date _____	\$	\$

b. Step Increases

_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ 14,982	\$ 14,720
b. Fringe Benefits	\$ 2,490	\$ 2,460
c. Total	\$ 17,472	\$ 17,180

14. Number of Positions Being Requested 2

15. Prepared By: Emily Mast

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV ProjectsAgreement/
Subgrant No. 80-403Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
United Christian Centers

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The United Christian Centers hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Rainbow

JAN - 6 1981

MAILING ADDRESS : P. O. Box 8107

 PETER McNAMCEE, Clerk
 By Ann M. Colwell
 DEPUTY

CITY & STATE : Sacramento, CA 95818

PHONE : 372-0200

PROGRAM DIRECTOR : Vernon Freeman

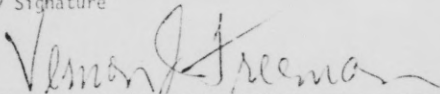
County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1972, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$23,946.00

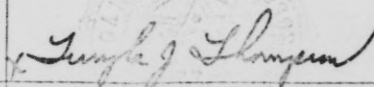
Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



By Signature



NOV 25 1980

Name and Title Vernon O. Freeman
Executive DirectorDate
DEC 11 1980

Name and Title

Date

Twyla J. Thompson, Chairman
Board of Supervisors

Type Name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of December 1980 ,
4 by and between the County of Yolo, a political subdivision, hereinafter called
5 PRIME SPONSOR or County, and the United Christian Centers
6 hereinafter called SUBGRANTEE.

7 W I T N E S S E T H :

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
10 Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
11 PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
12 by Code of Federal Regulations is charged with the basic responsibilities
13 of a Prime Sponsor and the parts and sections of CETA referred to there-
14 in, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 676 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized under the
18 Act taking into account the priorities identified by the Secretary
19 and the significant segments represented among the economically
20 disadvantaged, unemployed, and underemployed residing within the
21 jurisdiction.
 - 22 (d) Providing job training and employment opportunities for economical-
23 ly disadvantaged, unemployed, or underemployed persons which will
24 result in an increase in their earned income and assuring that
25 training and other services lead to maximum employment opportunities
26 and enhance self sufficiency by establishing a flexible, coordinat-
27 ed, and decentralized system of programs (CETA Sec. 2).
 - 28 (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The United Christian Centers is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

13 (a) This SUBGRANT.

14 (b) Signature Sheet.

15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679

17 (d) Code of Federal Regulations - 41 CFR Part 29-70

18 (e) Code of Federal Regulations - 5 CFR Part 900

19 (f) Assurances and Certifications

20 (g) Exhibit A - CETA Affirmative Action Plan

21 (h) Statement of Work to be Performed

22 (i) Operating Budget

23 (j)

24 (k)

25 (l)

26 (m)

27 (n)

28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin December 1, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$23,946,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
24 (c) If SUBGRANTEE maintains a pattern of discrimination.
25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-403.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)
UNITED CHRISTIAN CENTERS
2620 - 21st Street
Sacramento, CA 95818
Ph. (916) 452-7883

(Legal Name of SUBGRANTEE)

Vernon J. Freeman
(Signature of Authorized Officer)

Vernon J. Freeman
Executive Director

DEC 11 1980

19

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

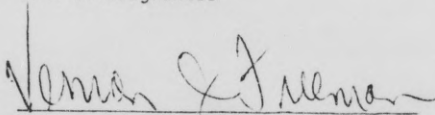
UNITED CHRISTIAN CENTERS

2620 - 21st Street

Sacramento, CA 95818

Ph (916) 452-2883

Name of Subgrantee



Authorized Signature **Vernon J. Freeman**
Executive Director

DEC 11 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

ETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorfas y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorfas y mujeres.
- C. Establecer objetivos especfficos, gufas y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

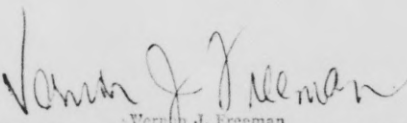
In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Vernon J. Freeman
Executive Director, AM RESPONSIBLE FOR
UNITED CHRISTIAN CENTERS
2420 2nd Street AFFIRMATIVE ACTION PLAN,
SOME OF SUBAGENTS
Ph. (916) 452-2883

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


Vernon J. Freeman
Executive Director
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

I. PROJECT ABSTRACT

One of the foremost problems' plaguing the East Yolo area is youth idleness. This idleness is a direct result of the lack of adequate recreational facilities, equipment and activities. Additionally, this idleness often transcends into juvenile delinquency.

This agency proposes to address these problems by providing a youth referral system, equipment and activities, through coordination. This proposed project will provide leadership, recreation, equipment and information and referral for youth. The coordinator will be located in the facilities of the Broderick Christian Center of the United Christian Centers.

The effects of these services and coordinated activities will be: 1) reduced juvenile delinquency and vandalism, 2) reduce the social isolation and idleness of youth and 3) enhance the self-confidence in each of the participants.

The long term community benefits will be: 1) increased potential of each person will increase the overall social and economic potential of the community, 2) fill the void and channel the energy of youth into productive activities.

Once the system has been implemented, our agency can make the referrals and work with those agencies already serving youth, to better meet the needs of youth in this community.

IV. GOALS & OBJECTIVES

PSE Project

GOALS

Goal 1.0 Reduce the incidence of delinquency by providing recreational and youth referral services which counters the social isolation and idleness of youth in the area.

OBJECTIVES

Objective 1.1 By November 15, 1980 will have completed plan of scheduled recreational and youth activities at various sites - Manor, East Yolo, Parks, etc.

Objective 1.2 By February 15, 1980 begin coordination of referral system and of planned recreational and youth activities.

Objective 1.3 By March 31, 1981 will have completed plan for coordination and community resources.

Objective 1.4 By May 31, 1981 will have done outreach, recruitment and marshalling of resources to fully implement summer '81 activities and referral system.

Objective 1.5 By September 30, 1981 will have completed necessary groundwork, plans, methodology and coordination for other agencies to continue their services to youth.

PSE Project

Goals

Goal 2.0 Provide a youth resource referral system to agency projects which participate in community recreational activities.

OBJECTIVES

Objective 2.1 By March 30, 1981 will have completed youth resource referral information system.

Objective 2.2 By May 1, 1981 will have established working relationships with those agencies which will provide resources and/or information or handle referrals.

Objective 2.3 By June 30, 1981 will have made information available to public and will have established the necessary linkages between community and agency.

PSE Project

Goals

Goal 3.0 Provide PSE participants with adequate training and experience in community organizing, information and referral, clerical, recreation and supervision which will enable them to transition into stable unsubsidized employment.

OBJECTIVES

Objective 3.1 By December 1st, 1980 PSE participants fully briefed and orientation to agency, community and project goals.

Objective 3.2 By March 1, 1981 PSE participants well into performance of assigned responsibilities and tasks, under the supervision of the Broderick Christian Center Director.

Objective 3.3 By June 1, 1981 PSE participants capable of utilizing prior months of training, exposure and groundwork to conduct expanded coordination East Yolo community based programs.

Objective 3.4 By September 30, 1981 PSE participants will have transitioned into permanent unsubsidized employment with agency or in similar; related occupations and industries.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 3.1 thru 3.4

TASKS	RESPONSIBILITY	DATE												
		ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<u>3.1</u>														
3.1.1. Orientation to project goals	BCC staff	Dec. 3			XX									
3.1.2 Ongoing briefing and orientation of agency	BCC staff	Dec. 31			XX									
3.1.3 Ongoing briefing and orientation of community	BCC staff & community agencies	Jan.15				XX								
<u>3.2</u>														
3.2.1. BCC staff supervision and directions	BCC staff	ongoing Dec. 31	XX	XX	XX									
<u>3.3</u>														
3.3.1 BCC staff supervision and PSE participant performance	BCC staff * PSE participants	ongoing Jun 1	XX	XX	XX	XX	XX	XX	XX	XX				
<u>3.4</u>														
3.4.1 Begin job search and referrals	BCC staff	Aug.30										XX	XX	XX

V. ACTIVITIES AND TIMELINES

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
1.1														
1.1.1	Orientation to project	BCC staff	Nov. 10	X										
1.1.2	Needs assessment	PSE participants	Nov. 15	XX										
1.1.3		" "			XXX									
1.4	Outreach/Publicity	" "	Feb. 1		XXX	XXX								
1.2	Begin Planned activities	" "					XXX	XXX	XXX	XXX	XXX			
1.3														
1.3.1	Needs assessment	" "	Mar. 15					XX						
1.4														
1.4.1	Resource development	" "	Apr. 30						XXX					
1.4.2	Outreach recruitment and publicity	" "	May 31							XXX				
1.5	Coordination													
1.5.1	Workup files for activities and programs. Prepare BCC staff to take over responsibilities.	" "	Sep. 15											
1.5.2	Participant debriefing	BCC staff	Sep. 30											

OBJECTIVE(S): 2.1 thru 2.3

[illegible]

VI. COORDINATION

The major functions of the participants is to develop linkages with other agencies for the purpose of providing material, assistance or resources to the project.

The PSE participants will coordinate as many of the community resources now available and encourage and assist in developing new programs that will enhance the youth of the community. This will be done by co-operatively working with organizations or groups that want to develop recreational programs.

Once the recreation and referral system has been organized, the Broderick Christian Center staff will be better able to refer youths to those programs available in their community.

The PSE staff is very essential in organizing the total project. Presently Broderick Christian Center does not have the staff to effectively coordinate and assist developing programs. After the groundwork has been accomplished Broderick Christian Center staff will continue the project more effectively.

Letters of recommendation will be on file with this proposal. The River City Athletic Club is anxious for the cooperation-input from this project. The East Yolo Manor is in the process of initiating a youth program at their facilities, but require community assistance which we can provide through this project. The Sherrifs' Department is also interested in working with our project to better coordinate youth programs.

We hope that through a joint cooperative effort we may develop a viable means of information and referral system as well as help developing recreational youth programs.

VII. POSITION SPECIFICATIONS

Position Title: Youth Service Worker I

Agency: United Christian Centers

Minimum Employment Qualifications

Experience: Some experience working in a social or youth servicing agency.

Education: High School diploma or some college. Be able to write and speak clearly.

Duties: Develop needs assessments; match resources to fulfill need; supervise Youth Worker II and youth program participants; assist Unit Director in planning service and activities for youth.

Salary: \$ 639.40 monthly.

Training: PSE participant will be trained to acquire skills such as community organizing, supervision and leadership, research and planning.

Position Title: Youth Service Worker II

Agency: United Christian Centers

Minimum Employment Qualifications

Experience: Some experience working in a social or youth servicing agency.

Education: High School diploma or some college. Be able to write and speak clearly.

Duties: Develop needs assessment; provide direct recreational service to youth; assist Youth Service Worker I with his/her assigned responsibilities; supervise youth activities.

Salary: \$632.00 monthly.

Training: PSE participant will be trained to acquire skills such as community organizing, recreation, supervision and leadership, research and planning.

Position Title: Secretary/Receptionist

Agency: United Christian Centers

Minimum Employment Qualifications

Experience: Basic motivation to work in a social agency.

General clerical experience and/or the ability to type 30/wpm.

Education: High School diploma or equivalent. Ability to read and write clearly.

Duties: Perform general clerical duties such as typing, answering telephone, filing, assisting project personnel with their clerical needs.

Salary: \$ 632.00 monthly

Training: PSE participant will be trained to acquire general clerical and receptionist skills.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL ☐ REVISION NO. _____

DATE November 10, 1980

Subgrantee Name and Address:

Contact Person: Vernon Freeman

United Christian Centers

Phone 372-0200

P. O. Box 8107

Period: From 12/01/80 To 09/30/81

Sacramento, CA 95818

Program Name: Rainbow

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						2274			2274
JAN.						2280			2280
FEB.						2280			2280
MAR.						2280			2280
APR.						2472			2472
MAY						2472			2472
JUNE						2472			2472
JULY						2472			2472
AUG.						2472			2472
SEPT.						2472			2472
TOTAL						23946			23946

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.			1896	378				2274
JAN.			1896	384				2280
FEB.			1896	384				2280
MAR.			1896	384				2280
APR.			2085	387				2472
MAY			2085	387				2472
JUNE			2085	387				2472
JULY			2085	387				2472
AUG.			2085	387				2472
SEPT.			2085	387				2472
TOTAL			20094	3852				23946

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Vernon J. Freeman
Executive Director

Name and Title of Authorized Official

Vernon J. Freeman
Signature

Sharon Howard
Fiscal Officer

11/10/80
Date

Margaret J. Sheldon
CETA Director

11/15/80
Date

INDIVIDUAL BUDGET

1. Name of Agency: United Christian Centers, Inc.

2. Title VI Project Name: Rainbow

3. Position Title: Secretary/Receptionist

4. Date Submitted: July 30, 1980

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 632.00	\$ 632.00
a. Base Salary	\$ 632.00	\$ 632.00
b. Additional Holiday Pay	\$ -0-	\$ -0-
c. Additional Shifty Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits	\$ -0-	\$ -0-
a. Social Security..... 6.13 %	\$ 38.75	\$ 38.75
b. Medical Insurance	\$ 45.00	\$ 45.00
c. Dental Plan	\$ 15.00	\$ 15.00
d. Uniform Allowance	\$ -0-	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
.43 X X 6.32 =	\$ 2.72	\$ 2.72
f. Mileage		
25 miles @ 20¢ per mile	\$ 5.00	\$ 5.00
g. Other (specify)	\$ -0-	\$ -0-
	\$ -0-	\$ -0-
10. Total Fringe Benefits Cost	\$ 106.47	\$ 106.47
11. Total Position Cost	\$ 738.47	\$ 738.47
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date March 31, 1981	\$ 63.20	\$ 63.20
% Effective Date	\$	\$
b. Step Increases		
% Effective Date	\$	\$
% Effective Date	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 6698.00	\$ 6698.00
b. Fringe Benefits	\$ 1084.00	\$ 1084.00
c. Total	\$ 7782.00	\$ 7782.00

14. Number of Positions Being Requested 1

15. Prepared By: Naomi Shoemaker - Bookkeeper, United Christian Center

INDIVIDUAL BUDGET

1. Name of Agency: United Christian Centers, Inc.		
2. Title VI Project Name: Rainbow		
3. Position Title: Youth Services Worker I		
4. Date Submitted: July 30, 1980	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	\$ 632.00	\$ 632.00
a. Base Salary	\$ 632.00	\$ 632.00
b. Additional Holiday Pay	\$ -0-	\$ -0-
c. Additional Shift Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits	\$ -0-	\$ -0-
a. Social Security..... 6.13 %	\$ 38.75	\$ 38.75
b. Medical Insurance	\$ 45.00	\$ 45.00
c. Dental Plan	\$ 15.00	\$ 15.00
d. Uniform Allowance	\$ -0-	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
1.08 X 6.32 =	\$ 6.83	\$ 6.83
f. Mileage		
150 miles @ 20¢ per mile	\$ 30.00	\$ 30.00
g. Other (specify)	\$ -0-	\$ -0-
	\$ -0-	\$ -0-
10. Total Fringe Benefits Cost	\$ 135.58	\$ 135.58
11. Total Position Cost	\$ 767.58	\$ 767.58
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date March 31, 1981	\$ 63.20	\$ 63.20
% Effective Date	\$	\$
b. Step Increases		
% Effective Date	\$	\$
% Effective Date	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 6698.00	\$ 6698.00
b. Fringe Benefits	\$ 1384.00	\$ 1384.00
c. Total	\$ 8082.00	\$ 8082.00
14. Number of Positions Being Requested 1		
15. Prepared By: Naomi Shoemaker - Bookkeeper, United Christian Centers		

INDIVIDUAL BUDGET

1. Name of Agency: United Christian Centers, Inc.

2. Title VI Project Name: Rainbow

3. Position Title: Youth Services Worker II

4. Date Submitted: July 30, 1980

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 632.00	\$ 632.00
a. Base Salary	\$ 632.00	\$ 632.00
b. Additional Holiday Pay	\$ -0-	\$ -0-
c. Additional Shifty Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits	\$ -0-	\$ -0-
a. Social Security..... 6.13 %	\$ 38.75	\$ 38.75
b. Medical Insurance	\$ 45.00	\$ 45.00
c. Dental Plan	\$ 15.00	\$ 15.00
d. Uniform Allowance	\$ -0-	\$ -0-
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
1.08 X _____ X 6.32 =	\$ 6.83	\$ 6.83
f. Mileage		
150 miles @ 20c per mile.....	\$ 30.00	\$ 30.00
g. Other (specify)	\$ -0-	\$ -0-
	\$ -0-	\$ -0-
10. Total Fringe Benefits Cost	\$ 135.58	\$ 135.58
11. Total Position Cost	\$ 767.58	\$ 767.58
12. Anticipated Salary Increases		
a. Cost of Living		
10 % Effective Date March 31, 1981	\$ 63.20	\$ 63.20
% Effective Date _____	\$ _____	\$ _____
b. Step Increases		
% Effective Date _____	\$ _____	\$ _____
% Effective Date _____	\$ _____	\$ _____
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 6698.00	\$ 6698.00
b. Fringe Benefits	\$ 1384.00	\$ 1384.00
c. Total	\$ 8082.00	\$ 8082.00
14. Number of Positions Being Requested	1	
15. Prepared By: Naomi Shoemake - Bookkeeper, United Christian Centers		

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI ProjectsAgreement/
Subgrant No. 80-404Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo County Y.M.C.A.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Yolo County Y.M.C.A. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Y.M.C.A. Financial Director

JAN - 6 1981

MAILING ADDRESS : 1300 College Street

PETER McNAMEE, Clerk

CITY & STATE : Woodland, CA 95695

BY James J. Thompson
DEPUTY
PHONE : 662-1086

PROGRAM DIRECTOR : Thomas Sloan

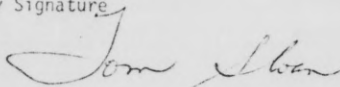
County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980.The term of the SUBGRANT shall end on September 30, 1981.The total amount of the SUBGRANT is \$16,692.00.

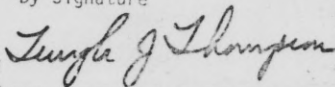
Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



By Signature



NOV 25 1980

Name and Title

Date

Tom Sloan, General Director
December 16, 1980

Name and Title

Date

Twyla J. Thompson, Chairman
Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yolo County Young Men's Christian
Association hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Young Men's Christian Association is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of Work to be Performed
- (i) Operating Budget
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin December 1, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$16,692, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

8 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
9 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
10 to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds
11 received from PRIME SPONSOR for disbursement under this Agreement are
12 covered by a fidelity bond in an amount and manner consistent with the
13 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
14 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR.
15 In that event the PRIME SPONSOR shall not make any further disbursements
16 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
17 been reinstated, or equivalent coverage has been obtained.

18 32. Insurance

19 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
20 shall maintain in full force and effect a policy of public liability
21 insurance with minimum coverage in an amount satisfactory to PRIME
22 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME
23 SPONSOR to be named as an additional insured on said policy and shall
24 obtain a waiver of the insurer's right to subrogation against PRIME
25 SPONSOR.

26 (b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE
27 shall comply fully with the terms of the law of California concerning
28 Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-404.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Yolo County YMCA

(Legal Name of SUBGRANTEE)

Tom Allen

(Signature of Authorized Officer)

December 16, 1980

(Date)

General Director

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yolo County YMCA
Name of Subgrantee

Tom Shan
Authorized Signature

December 16, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County YMCA
(Legal Name of SUBGRANTEE)

December 16, 1980
(Date)

Tom Sloan
(Signature of Authorized Officer)

General Director
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, Tom Sloan, AM RESPONSIBLE FOR
Yolo County Ymca AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Tom Sloan

SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

I. PROJECT ABSTRACT

The Yolo County Y.M.C.A. is currently establishing a facility in the Davis area as well as adding a new day care building at the Woodland site. With the advent of these two projects additional funding sources are needed to help fund there completion.

Recent studies have indicated the need for more day care facilities in Yolo County. Over 800 families were unable to find adequate day care programs for their children. Also, Davis has long needed additional program activities for youth between the ages of 8 and 14 years old. The establishment of the Y.M.C.A. in Davis is striving to fulfill this need. Currently Y.M.C.A. facilities are being rented for such programs as Parent/Child, Youth and Government, Basketball and Exercise programs. The establishment of a permanent building would greatly enhance service to this area.

The Yolo County Y.M.C.A. is seeking two Financial Developers to help raise additional funding sources for these projects. The funds may come through grants, special events, sustaining memberships, contributions and endowments. The Financial Developers will work with the General Director and other designated staff putting together fund raising activities for the above mentioned projects.

PSE Project

Goals	OBJECTIVES
1.0 The goal for this project is \$10,000 that will be raised by the various planned fund raising activities scheduled during the year. The goal of the Yolo County Y.M.C.A. Financial Developers is to establish funds for the implementation of a day care building in Woodland and a branch office in Davis.	1.1 By November 15, 1980, Yolo County Y.M.C.A. staff will establish the format for raising funds 1.2 By December 5, 1980, the first project will be undertaking a special event. Possibly Christmas Tree Sales. The goal will be \$2,000. 1.3 By January 15, 1981, plan Sustaining Membership Campaign Fund-Raising activities to be conducted by Financial Developers. 1.4 By February 1, 1981, implement Sustaining Membership Campaign. The goal will be \$4,000 1.5 By March 1, 1981 plan the second Special Event, possibly a bowl-a-thon 1.6 By April 1, 1981 implement second Special Event, The goal will be \$1,000. 1.7 By May, 1, 1981 plan the third Special Event, possibly a Dinner & Dance. 1.8 By May 15, 1981, implement Third Special Event. The goal will be \$2,000. 1.9 By June 1, 1981 plan endowment program. 2.1 By July 15, 1981 implement endowment program. The goal will be \$1,000 2.2 By September 15, 1981 evaluate this project.

ACTIVITIES AND TIMELINES

OBJECTIVE(S):

[illegible]

VI. COORDINATION

The Yolo County Y.M.C.A. Financial Developer Project will utilize community individuals, businesses and private organizations in an effort to raise funds for the Y.M.C.A. Coordination between city and county agencies, banks, individuals and community based organizations will be developed to enhance the success of this project.

There will be no duplication of effort developing out of this project. To date no known similar organizations are raising funds to finance day care and activity building costs is under way.

This is a one time request for two Financial Developers to stimulate funding sources for Y.M.C.A. capital improvements.

Yolo County Y.M.C.A.

POSITION: Financial Developer

QUALIFICATIONS:

High School Graduate - Some College preferred

Excellent written and grammatical skills.

Ability to work with people and communicate with the public in a businesslike manner.

Demonstrated ability to work with the staff, volunteers, and the community.

DUTIES:

Under the direction of the General Director, provide a written plan for Fund-raising in the areas of special events, membership campaign, contributions and endowments.

Responsible for seeking funds from the general public.

Under the supervision of the General Director, assess and plan Fund-raising programs utilizing volunteers and committees.

Provide a written report of each Fund-raising event.

Fulfill other duties as requested by the YMCA General Director or designated staff person.

SALARY: \$700.00 per month plus fringe benefits

Benefit package:

- 1) Paid Health Insurance
- 2) Paid Life Insurance
- 3) Paid Dental Insurance

SUPERVISED BY: The Y.M.C.A. General Director.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. _____

☒ ORIGINAL ☐ REVISION NO. _____

DATE November 10, 1980

Subgrantee Name and Address:

Contact Person: Tom Sloan

Yolo County Y.M.C.A.

Phone 662-1086

1300 College Street

Period: From 12/01/80 To 09/30/80

Woodland, CA 95695

Program Name: Y.M.C.A. Financial Developer

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.						1,620			1,620
JAN.						1,624			1,624
FEB.						1,624			1,624
MAR.						1,624			1,624
APR.						1,700			1,700
MAY						1,700			1,700
JUNE						1,700			1,700
JULY						1,700			1,700
AUG.						1,700			1,700
SEPT.						1,700			1,700
TOTAL						16,692			16,692

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.			1,400	200				1,620
JAN.			1,400	224				1,624
FEB.			1,400	224				1,624
MAR.			1,400	224				1,624
APR.			1,470	230				1,700
MAY			1,470	230				1,700
JUNE			1,470	230				1,700
JULY			1,470	230				1,700
AUG.			1,470	230				1,700
SEPT.			1,470	230				1,700
TOTAL			14,420	2,272				16,692

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Tom Sloan General Director
Name and Title of Authorized Official

Sharon Thomas
Fiscal Officer

11/24/80
Date

Tom Sloan
Signature

Margaret J. Stulder
CETA Director

11/25/80
Date

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Y.M.C.A.
2. Title VI Project Name: Y.M.C.A. Financial Deveeloper
3. Position Title: Center Director
4. Date Submitted: September 9, 1980

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ 700.00	\$ 700.00
a. Base Salary	\$ 700.00	\$ 700.00
b. Additional Holiday Pay	\$ -0-	\$ -0-
c. Additional Shify Differential Pay	\$ -0-	\$ -0-
8. Overtime Pay	\$ -0-	\$ -0-
9. Fringe Benefits	\$ -0-	\$ -0-
a. Social Security..... 6.13 %	\$ 42.91	\$ 42.91
b. Medical Insurance	\$ 44.63	\$ 44.63
c. Dental Plan	\$	\$
d. Uniform Allowance	\$	\$
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
3.24 X _____ X 700 =	\$ 22.68	\$ 22.68
f. Mileage		
_____ miles @ _____ per mile.....	\$	\$
g. Other (specify)		
	\$	\$
	\$	\$
10. Total Fringe Benefits Cost	\$ 110.22	\$ 110.22
11. Total Position Cost	\$ 810.22	\$ 810.22
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date April 1, 1981	\$ 35.00	\$ 35.00
_____ % Effective Date _____	\$	\$
b. Step Increases		
_____ % Effective Date _____	\$	\$
_____ % Effective Date _____	\$	\$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ 14,420.00	\$ 14,420.00
b. Fringe Benefits	\$ 2,272.00	\$ 2,272.00
c. Total	\$ 16,692.00	\$ 16,692.00
14. Number of Positions Being Requested <u>2</u>		
15. Prepared By: <u>Tom Sloan</u>		

Book

FILED

DEC - 2 1980

PETER McNAMEE, Clerk
By Debra E. Jones
DEPUTY

AGREEMENT NO. 80-405

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 18th day of
November, 1980, by and between the COUNTY OF YOLO, a
political subdivision of the State of California (hereinafter referred to as
"COUNTY"), and Virginia L. Schmelzer hereinafter re-
ferred to as "PROVIDER").

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.
2. PROVIDER represents that she possesses the necessary qualifications to carry out the desired provision of shelter care.
3. PROVIDER agrees to carry out the services for COUNTY described herein, under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

1. PROVIDER shall make available in her home, on a twenty-four (24) hour per day basis, five beds for children requiring temporary or emergency shelter home care.
2. PROVIDER shall obtain and keep current a foster home license, and shall comply with all state regulations concerning foster home care.
3. PROVIDER shall receive at any hour of the day or night, seven (7) days per week, up to five children between the ages of 0 - 18 years, who have been taken into temporary custody as neglected, abused, destitute, or homeless children.
4. PROVIDER shall refuse to accept children who are in need of immediate emergency medical care. PROVIDER may also refuse to accept children who are

1 violent or who are known fire-setters. PROVIDER may not refuse children with
2 colds, flu, or other chronic illnesses not requiring emergency care.

3 5. PROVIDER shall make an initial inventory of all personal property
4 in possession of each child received, and mark those items to assure their
5 return to the child when the placement terminates.

6 6. PROVIDER shall keep on-going records, on forms provided by COUNTY,
7 on all removals from and returns to the home of each child during the place-
8 ment, and any other information requested by COUNTY. All records concerning
9 children shall be kept confidential.

10 7. PROVIDER shall not permit any children in her care to be removed
11 from her home by third parties, without the express consent of the social
12 worker in each instance.

13 8. PROVIDER shall permit visitation by parents of the children in her
14 care, between the hours of 10:00 a.m. and 9:00 p.m. All visitation is to be
15 by appointment and with the approval of the social worker in charge.

16 9. PROVIDER shall cooperate with Yolo County Department of Social
17 Services staff and other community resources in developing, coordinating, and
18 implementing a treatment/casework plan in the best interest of each child.

19 10. PROVIDER shall provide transportation to all Court appearances,
20 doctors and dentists appointments, school, and other places as necessary.
21 PROVIDER shall have a valid California driver's license, and maintain auto-
22 mobile public liability insurance in at least the minimum amounts required
23 by law.

24 11. PROVIDER shall make all necessary arrangements for school regis-
25 tration for each child.

26 12. PROVIDER shall provide each child placed with care appropriate to
27 the child's needs, including room and board, recreation, available public
28 education, necessary clothing, and medical and dental care. COUNTY shall

1 pay for the necessary clothing, medical and dental care, and other special
2 needs. PROVIDER shall further provide substitute parenting appropriate to
3 each child, including training, constructive discipline, and supervision
4 by a responsible adult.

5 13. PROVIDER shall make all necessary arrangements for hiring back-up
6 help. All such help must be at least twenty-one (21) years of age and be
7 approved by the County Department of Social Services.

8 14. PROVIDER shall remain in contact with the COUNTY communications
9 operator at all times, except during periods of vacation and weekends off
10 as provided herein.

11 15. PROVIDER shall abide by the Civil Rights Act of 1964, and any other
12 federal or state legislation which prohibits discrimination on the basis of
13 sex, race, religion, handicap or ethnic background in the hiring of employees
14 or in providing services under this agreement.

15 16. PROVIDER shall be responsible for the selection and procurement of
16 necessary supplies, food, clothing and incidentals, for maintenance of safe
17 and sanitary standards in her home, and for provision of healthful nutrition
18 to each child. COUNTY will provide the initial supply of special needs, such
19 as diapers; however, PROVIDER will be responsible for maintaining such
20 supplies.

21 17. PROVIDER shall have one weekend off per month. During this weekend,
22 she will not be required to maintain contact with the communications operator.
23 However, any children at the home at the time will continue to be cared for by
24 PROVIDER, whether in the home or away from it. The dates of said weekends
25 off shall be as agreed upon by the Department and PROVIDER. PROVIDER agrees
26 to give the Department at least one week's notice of intended weekend off dates.

27 18. PROVIDER shall have one week of vacation per year, under the same
28 terms and conditions as stated above for weekends off. In addition, PROVIDER

1 shall be entitled to one week of sick leave per year, under the same terms
2 and conditions as for weekends off and vacations. Time off for sickness beyond
3 one week shall result in a pro rata reduction of the monthly amount paid by
4 COUNTY to PROVIDER as set forth herein.

5 19. COUNTY shall provide essential background information and any other
6 information concerning the needs of each child, as well as information re-
7 garding any dangerous propensities of each child, whenever such information
8 is obtained. COUNTY shall act promptly to remove any child whose physical
9 condition or dangerous propensities reasonably could be foreseen to imperil
10 the property or person of others in PROVIDER'S home. COUNTY shall obtain any
11 necessary emergency care for children before they are placed with PROVIDER.

12 20. COUNTY shall provide consultation and/or training to PROVIDER as
13 necessary for the effective provision of services under this agreement.

14 21. COUNTY shall pay PROVIDER the sum of \$720.00 per month, irrespective
15 of the number of days on which children have been placed in the home. In
16 addition, for each 24-hour period a child is in the home, COUNTY shall pay
17 the sum of \$9.00 for that child up to a daily maximum of \$45.00 for five
18 children. For each placement less than 24 hours, COUNTY shall pay the sum of
19 \$4.50 for each child.

20 22. In support of paragraph 17, COUNTY shall pay to PROVIDER, the sum of
21 \$72.00 to provide funds for the hiring of a replacement during the 48 hour
22 period of any monthly weekend off. Such replacement help will be subject to
23 the conditions set forth in paragraph 13 of this agreement.

24 23. It is specifically understood that PROVIDER is independent contractor
25 and is not subject to the direction and control of COUNTY except as to final
26 results. PROVIDER shall be solely liable and responsible to pay all required
27 taxes and other obligations, including, but not limited to, withholding and
28 Social Security. PROVIDER agrees to indemnify and hold COUNTY harmless from

any liability which it may incur to the federal or state government as a consequence of this contract.

24. The term of this agreement shall be for a period of twelve (12) months, beginning July 1, 1980 and ending on June 30, 1981. This writing contains all of the terms agreed upon by the parties. No other understanding, oral or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto. This agreement may be amended, modified, or terminated by consent of the parties, in writing. It may be terminated by either party upon sixty (60) days' notice, or by COUNTY without notice for violation by PROVIDER of any term or condition of this agreement. Any assignment of this agreement shall require prior written consent of COUNTY. Such consent, once given, shall not be deemed to waive the requirement of consent by COUNTY for any subsequent assignments.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 2nd day of December, 1980.

COUNTY OF YOLO, a political subdivision of the
STATE OF CALIFORNIA

BY: Virginia J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST

PETER McNAMEE, CLERK

BY: Peter E. Lucas
Deputy

PROVIDER:

BY: Virginia L. Schmitz

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL

Elizabeth A. Stoltz
Deputy County Counsel

MODIFICATION

RECEIVED DEC 12 1980

AGREEMENT NO. 80-406

REQUEST FOR MODIFICATION TO CONTRACT # 80-76

REQUEST DATE 11-13-80

CETA TITLE: III Displaced Homemakers

CORRESPONDS TO ANNUAL PLAN MOD # -0-

PROGRAM NAME: Displaced Homemakers

MOD # 1

Changes herein will have the following effect on federal government funds in this contract

☒ Unchanged ☐ Increased by \$ ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

Budget expenditures are incorrectly listed under Classroom Training. They should be listed under Services. The intent of this modification is to correct this budget error.

JAN - 6 1981

PETER MCNAMEE, Clerk

MODIFICATION

BY

DEPUTY

The attached CETA operating budget supercedes the budget currently in the contract.

\$58,306

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

☒

Approve

☐

Disapprove

Recommendation of the NAPC:

☒

Approve

☐

Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.☒ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of authorized officer

Date

10-01-79
Effective date of modification

CETA OPERATING BUDGET

TITLE: 111

CONTRACT NO. _____

☐ ORIGINAL

☒ REVISION NO. 1

DATE 10-20-80

Subgrantee Name and Address:

Contact Person: Nancy Carlton

Yolo County Superintendent of Schools

Phone 666-8456

175 Walnut Street

Period: From 1-15-80 To 1-14-81

Woodland, CA 95695

Program Name: Displaced Homemakers

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.					0				0
NOV.					0				0
DEC.					0				0
JAN.					0				0
FEB.					5,828				5,828
MAR.					8,013				8,013
APR.					6,413				6,413
MAY					4,228				4,228
JUNE					6,004				6,004
JULY					4,821				4,821
AUG.					4,819				4,819
SEPT.					3,636				3,636
TOTAL									

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.		0		0		0		0
NOV.		0		0		0		0
DEC.		0		0		0		0
JAN.		0		0		0		0
FEB.		581		11		536		5,828
MAR.		1,744		33		6,236		8,013
APR.		1,744		33		4,636		6,413
MAY		581		11		3,636		4,228
JUNE		2,325		43		3,636		6,004
JULY		1,163		22		3,636		4,821
AUG.		1,162		21		3,636		4,819
SEPT.		0		0		3,636		3,636
TOTAL								

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official
[Signature]
Signature

[Signature] Fiscal Officer
[Signature] CETA Director

Date
10/20/80
Date

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools

173 Walnut Street

Woodland, CA 95695

OPERATING BUDGET - Displaced Homemakers

CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES	9,300				
Basic	9,300				
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS	174				
Health-Accident Insurance	174				
SERVICES	48,832				
Staff Salaries	22,824				
Staff Fringe Benefits	4,482				
Staff Travel	3,276				
Special Program Technical Assistance					
Space Cost	6,000				
Supplies	2,600				
Telephone	1,100				
Transportation	2,350				
Child Care	3,000				
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment	3,200				
Unclassified Services Cost					
TOTAL - SERVICES TO CLIENTS	58,306				

SERVICES TO CLIENTS

SUBGRANTEE'S NAME AND ADDRESS

OPERATING BUDGET - Displaced Homemakers

Yolo County Superintendent of Schools

CONTRACT NO. _____

175 Walnut Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
581	1,744	1,744	581	2,325	1,163	1,162	
-	-	-	-	-	-	-	
11	33	33	11	43	22	21	
-	-	-	-	-	-	-	
5,236	6,236	4,636	3,636	3,636	3,636	3,636	3,636
1,902	1,902	1,902	1,902	1,902	1,902	1,902	1,902
373	373	373	373	373	373	373	373
273	273	273	273	273	273	273	273
500	500	500	500	500	500	500	500
50	1,050	1,050	50	50	50	50	50
92	92	92	92	92	92	92	92
196	196	196	196	196	196	196	196
250	250	250	250	250	250	250	250
1,600	1,600						
5,828	8,013	6,413	4,228	6,004	4,821	4,819	3,636

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Superintendent of Schools

175 Walnut Street

Woodland, CA 95695

OPERATING BUDGET - Displaced Homemakers

CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Health-Accident Insurance					
SERVICES		3,636	3,636	3,636	3,636
Staff Salaries		1,902	1,902	1,902	1,902
Staff Fringe Benefits		373	373	373	379
Staff Travel		273	273	273	273
Special Program Technical Assistance					
Space Cost		500	500	500	500
Supplies		50	50	50	50
Telephone		92	92	92	88
Transportation		196	196	196	194
Child Care		250	250	250	250
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment					
Unclassified Services Cost					
TOTAL - SERVICES TO CLIENTS		3,636	3,636	3,636	3,636

BK
AMENDMENT TO THE
Yolo County Prime Sponsor/Employment Development Department
Memorandum of Understanding

Yolo County Agreement No. 80-407

On this 2nd day of December, 1980 the Yolo County Manpower Administration and the Employment Development Department (hereinafter "EDD") do hereby modify the Memorandum of Understanding, non-financial agreement both signed previously.

Section B of the mou is changed as follows:

B. TARGETED JOBS TAX CREDIT

1. EDD will be the vouchersing agency for the three CETA/TJTC target groups through a financial agreement.
2. The Prime Sponsor will perform TJTC eligibility determination for the three CETA/TJTC target groups within its service clientel.
3. The Prime Sponsor will perform eligibility determination on EDD walk-in referrals found to be within the three CETA/TJTC target groups.
4. EDD will perform TJTC eligibility determination and vouchersing for all employer referred, retroactive TJTC determinations.
5. EDD and the Prime Sponsor will jointly develop a referral mechanism, within the financial agreement, to make effective this agreement.
6. EDD will be the certifying agency for all aspects of the Targeted Jobs Tax Credit Program.

Approved for Prime Sponsor:

Name: Yolo County Manpower Administration

Address: 500 First Street
Woodland, CA 95695

Phone: (916) 666-8593

By: *Twyla J. Thompson*

Type Name: Twyla J. Thompson

Title: Chairman, Board of Supervisors

Date: DEC 2 1980

Approved for EDD:

Name: _____

Address: _____

Phone: _____

By: _____

Type Name: _____

Title: _____

Date: _____

Subgrant Signature Sheet

RECEIVED DEC 29 1980

Title II-BAgreement/
Subgrant No. **80-408**

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee State of California Employment Development Department
--	--

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and State of California hereinafter referred to as SUBGRANTEE. Employment Development Department

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM	: Targeted Jobs Tax Credit (TJTC) Program
MAILING ADDRESS	: 114 W. Main St. FILED
CITY & STATE	: Woodland, CA JAN 26 1981
PHONE	: (916) 662-8681
PROGRAM DIRECTOR	: Mr. Roger Baldwin <i>By [Signature] DEPUTY</i>

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on December 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$7,446

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature <i>[Signature]</i> Date <u>12-19-80</u>	By Signature <i>[Signature]</i> Date <u>DEC 2 1980</u>
Name and Title DAVID NABELLE Administrator Northern Region	Name and Title TWYLA J. THOMPSON, Chairman Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of December 1980 ,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State of California Employment
Development Department hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. State of California Employment Development Department is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Narrative
22 (i) Special Provision
23 (j) Operating Budget
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin December 1, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

16 (a) Total Reimbursement shall not exceed the amount of \$ 7,446,
17 as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:

20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.

24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.

2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

(a) In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

(b)(1) SUBGRANTEE will indemnify the PRIME SPONSOR for any repayment of funds made by the PRIME SPONSOR to the United States Department of Labor at the request of the GRANT OFFICER after determination that such repayment is required from the PRIME SPONSOR due to disallowed expenditures by SUBGRANTEE. The GRANT OFFICES's determination as to the necessity for any such repayment shall be conclusive as between the PRIME SPONSOR and SUBGRANTEE unless set aside by a court of competent jurisdiction in accordance with 29 United States Code Section 817(b) (Section 197(b) of the Comprehensive Employment and Training Act Amendments of 1978).

(2) When the GRANT OFFICER makes an initial determination as specified by 20 CFR Section 676.88(a), to disallow a cost against PRIME SPONSOR that may result in a cost being disallowed against SUBGRANTEE, PRIME SPONSOR shall notify SUBGRANTEE and offer SUBGRANTEE the opportunity to participate in the dispute resolution process contained in Subpart F of 20 CFR Part 676. If SUBGRANTEE declines to contest the GRANT OFFICER's initial determination, PRIME SPONSOR shall not be obligated to appeal the GRANT OFFICER's final determination.

(c) If the PRIME SPONSOR makes a determination that a cost incurred by SUBGRANTEE is disallowed, SUBGRANTEE shall indemnify PRIME SPONSOR for such cost when the disallowance becomes final within the meaning of Subpart F - Complaints, Investigations and Sanctions of 20 CFR Part 676.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

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1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

- (a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.
- (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.
- (d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.
- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.
- If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

- (a) All employees of SUBGRANTEE are covered by Harford Accident and Indemnity Company Bond No. 5002495 in the amount of \$50,000 per employee per loss with a deductible of \$2,500.
- (b) If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event, the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

- (a) SUBGRANTEE maintains a self-insured plan for general liability pursuant to Title 1, Division 3.6 (commencing with Section 810) of the California Government Code for workers' compensation insurance pursuant to agreement with the California Workers' Compensation Insurance Fund and for automobile liability under a master policy for the State of California pursuant to Division 9, Chapter 1 (commencing with Section 17000) of the California Vehicle Code.
- (b) If the coverages in (a) above cease to be applicable during the term of this agreement, SUBGRANTEE shall immediately notify PRIME SPONSOR and will secure equivalent coverage unless this requirement is waived by PRIME SPONSOR.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-408.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

X *Luella J. Thompson*
(Signature of Authorized Officer)

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Paul M. Decker for
(Signature of Authorized Officer)
ADMINISTRATOR
Northern Region

12-14
(Date)

1980

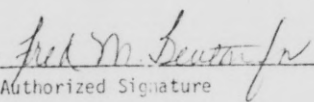
(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



Authorized Signature

DAVID MADLIN
Administrator
Northern Region

12-19-80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE) (Date) 19____

(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.
2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.
3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.
4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.
5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

ATTACHMENT 1

Instructions for Subgrantees &
Contractors in complying with
Affirmative Action Plan

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION

TO: ALL YCETA SUB-AGENTS
FROM: YCETA AFFIRMATIVE ACTION OFFICER
SUBJECT: AFFIRMATIVE ACTION PROGRAM AS SPECIFIED IN SUBCONTRACT

In accordance with the above reference, all County of Yolo Employment and Training Administration Program Agents and Sub-Contractors are required to submit Affirmative Action Plans and Grievance Procedures which will be in accordance with DOL and CETA regulations. These plans must meet the specific staffing and service goals in furtherance of YCETA's Affirmative Action Plan. Enclosed you will find YCETA's Affirmative Action Plan. It is requested:

1. That you read YCETA's Affirmative Action Plan and sign the enclosed for testifying to the fact that you are willing to aid us in compliance.
2. That you submit an Affirmative Action Plan for your staff and program participants.
3. That you make an Affirmative Action Report on your staff and participants on a quarterly basis (form enclosed).

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Fred M. Lentine Jr
SIGNATURE OF THE PERSON RESPONSIBLE

TJTC CONTRACT NARRATIVE

Program Stipulations:

STAFFING: Staffing for the functions outlined under the contract will involve 385.33 hours of an Employment Program Representative II (EPR II) and 40 administrative hours of an EPR I. Time will be charged to TJTC activities as necessary.

ELIGIBILITY DETERMINATION: The prime sponsor will be responsible for applicant eligibility for the following CETA/TJTC Target Groups:

1. Economically Disadvantaged Youth as defined in Section 51 (d) (3) of the IRS code.
2. Economically Disadvantaged Vietnam-ERA Veterans as defined in Section 51 (d) (4) of the IRS code.
3. Economically Disadvantaged Ex-Convicts as defined in Section 51 (d) (7) of the IRS code.

Prime sponsor eligibility determinations will be performed on all current and prospective CETA clients who are found to fall within the three target groups listed above; CETA clients exiting a training activity as a means of enhancing job search; and, for referrals from EDD of individuals within the three target groups.

EDD will be responsible for eligibility determinations for all retroactive, employer referred TJTC applicants.

In this regard, requests for eligibility determination (and issuance of a voucher) may be initiated by:

1. An employer for a current employee hired after September 26, 1978;

And/Or

2. An employer for an individual about to be hired.

An applicants eligibility for TJTC will be based upon the standards of the particular target group which applies. Income and economic status of the target groups will be ascertained in accordance with existing procedures and any and all administrative regulations relating to the eligibility criteria for each target group.

Employer referred eligibility determinations are to be conducted in person whenever possible. In a situation where an in-person interview would cause a hardship, due to the client's work schedule or distance from the office, eligibility fact finding may be done by mail and/or telephone if the client's eligibility can be established through these means. In this regard, the DE 8730 and 8731 may be mailed to the client for signature and returned. Eligibility determinations may also be conducted away from the field office (such as employer premises) if the particular circumstances warrant it.

Under the terms of this contract EDD will maintain responsibility to redetermine TJTC eligibility and re-voucher individuals for whom an employer has requested certification when that individual was not hired prior to expiration of their most recent voucher. In this regard, and for the overall certification function, EDD will issue eligibility certifications to employers within 72 hours of an employer request for certification.

TJTC VOUCHERING: EDD will be responsible for the vouchering of all TJTC applicants found eligible and referred by the prime sponsor.

The prime sponsor will be responsible for accurately completing the "Applicant Characteristic Form" (ACF: DE8730) and submitting the original to the EDD vouchering agent as part of the referral process.

EDD will be responsible for the administrative coordination of the Applicant Characteristic Form. This coordination will involve the following:

1. Provision of BLANK DE8730's (ACF) to the prime sponsor for utilization in the determination process; and,
2. Timely submittal of the ACF to the appropriate record keeping agency once received from the prime sponsor through the referral process.

Vouchers issued by EDD to eligible individuals will expire on the last day of the month in which the voucher was issued. Vouchers may also be issued for less of a duration if it is apparent from the Applicant Characteristic Form (ACF) that the individual would become ineligible prior to the end of the month of issuance.

Further, the prime sponsor, upon receipt of any information which would render an individual ineligible for TJTC participation during the active period of his/her voucher, will formally notify EDD who will attempt to recall the voucher from the individual. In this regard, appropriate corrective action will be taken and may include, but is not limited to, contacting the applicant for a re-interview, requesting of the prime sponsor verification of eligibility information and revising and/or invalidating vouchers.

RECORD KEEPING:

EDD will maintain the central record keeping for the TJTC vouchering and employer referred eligibility determinations and vouchering. Recordkeeping for TJTC certifications will be the overall responsibility of EDD.

The prime sponsor will maintain internal recordkeeping for TJTC eligibility determinations and referrals to EDD.

PROGRAM EXPOSURE:

Both EDD and the prime sponsor will coordinate activities with the local Private Industry Council (PIC) and employer advisory groups for the purpose of publicizing the TJTC Program.

VOUCHERING PROCESS:

--- Currently being negotiated ---

(i) SPECIAL PROVISION

"EDD salary and fringe benefit amounts specified within the attached budget are based upon an estimated rate for the length of this subgrant. Because it is within the discretion of the Governor and legislature to establish salary and fringe benefit rate increases, charges to the prime sponsors will be based on the actual salary and fringe benefit rates."

COUNTY OF YOLO, PRIME SPONSOR

Twyla J. Thompson

(Signature of Authorized Officer)

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

State of California Employment
Development Department

(Legal Name of SUBGRANTEE)

David Naeffs

(Signature of Authorized Officer)

DAVID NAEFFS
Administrator
Northern Region

(Title of Authorized Officer)

19

(Date)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: 11B

CONTRACT NO. _____

☒ ORIGINAL ☐ REVISION NO. _____

DATE November 13, 1980

Subgrantee Name and Address:

Contact Person: Roger Baldwin

Employment Development Department

Phone (916) 662-8081

114 West Main Street

Period: From 12/01/80 To 09/30/80

Woodland, CA 95695

Program Name: TJTC

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.					746				746
JAN.					747				747
FEB.					747				747
MAR.					749				749
APR.					747				747
MAY					748				748
JUNE					746				746
JULY					745				745
AUG.					740				740
SEPT.					731				731
TOTAL					7446				7446

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.	94					652		746
JAN.	95					652		747
FEB.	95					652		747
MAR.	97					652		749
APR.	95					652		747
MAY	96					652		748
JUNE	94					652		746
JULY	93					652		745
AUG.	90					650		740
SEPT.	96					635		731
TOTAL	945					6501		7446

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

DAVID WHEELER
Administrator
Northern Region

For CETA Approval Only:

Name and Title of Authorized Official

David M. Wheeler 11-13-80
Signature Date

Thomas H. Haines 11-13-80
Fiscal Officer Date

Robert J. Hilder 11/16/80
CETA Director Date

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	155			15	15
SALARIES & WAGES	527			52	52
FRINGE BENEFITS	215			21	21
FICA	37			4	4
Workers' Compensation	5			0	1
Retirement	134			14	14
Health & Life Insurance	34			4	4
Unemployment Compensation Insurance	2			0	0
TRAVEL/TRAINING N.I.D.I.	3			0	0
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST	15			2	2
Rental of Land & Buildings	15			2	2
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	8			1	1
Office Supplies	8			1	1
Cleaning & Janitorial Supplies					
COMMUNICATION COST	21			2	2
Telephone & Telegraph	21			2	2
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT	4			0	0
Office Equipment	4			0	0
Office Furniture & Fixtures					
TOTAL	945			94	94

ADMINISTRATION

SUBGRANTEE NAME AND ADDRESS

OPERATING BUDGET

Employment Development Department

CONTRACT NO. _____

114 West Main Street

Woodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
15	15	15	15	15	15	15	20
52	52	52	52	52	52	52	59
21	21	21	21	21	21	21	26
4	4	4	4	4	4	3	2
0	1	0	1	0	1	0	1
14	14	14	14	14	14	14	8
4	4	4	4	4	2	2	2
0	1	0	0	1	0	0	0
<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
2	2	2	1	1	1	1	1
2	2	2	1	1	1	1	1
1	1	1	1	1	1	0	0
1	1	1	1	1	1	0	0
2	2	2	2	2	2	2	3
2	2	2	2	2	2	2	3
1	0	1	1	0	1	0	0
1	0	1	1	0	1	0	0
95	97	95	96	94	93	90	96

SERVICES TO CLIENTS

SUBGRANTEE'S NAME AND ADDRESS

OPERATING BUDGET

CONTRACT NO. _____

Employment Development Department114 West Main StreetWoodland, CA 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
650	650	650	650	650	650	650	651
463	463	463	463	463	463	463	457
145	145	145	145	145	145	145	151
10	10	10	10	10	10	10	10
10	10	10	10	10	10	10	10
6	6	6	6	6	6	6	0
15	15	15	15	15	15	15	7
3	3	3	3	3	3	1	0
652	652	652	652	652	652	650	635

SUBGRANTEE'S NAME AND ADDRESS

Employment Development Department

114 West Main Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

SERVICES TO CLIENTS	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Health-Accident Insurance					
SERVICES	6501			650	650
Staff Salaries	4624			463	463
Staff Fringe Benefits	1456			145	145
Staff Travel	100			10	10
Special Program Technical Assistance					
Space Cost	100			10	10
Supplies	54			6	6
Telephone	142			15	15
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental - Equipment					
Office - Equipment	25			3	3
Unclassified Services Cost					
TOTAL - SERVICES TO CLIENTS	6501			652	652

WORKSHEET TO DEVELOP EDD STAFF AND RELATED COSTS - Page 1

CETA 26 No. 1

CETA PROJECT DATA:

Prime Sponsor Yolo County
 Activities TJTC Dets. and Vouchers
 EDD Unit Woodland, CA 95695
 Project Code _____
 Period of Activity 12/01/80 - 09/30/81

WORKSHEET DATA:

Date Prepared November 7, 1980
 Prepared By Juan V. Candelaria
 Phone No. ^{ATSS}_{PUBLIC} (916) 662-8681
 Date of EDD Pricing Schedule September 5, 1980
 Salary Step Used: Actual X Average _____

COST ITEMS	COLUMN I ADMINISTRATION*	COLUMN II SERVICES*	COLUMN III CURRENT MONTH TOTALS	COLUMN IV TOTALS TO DATE
*Cost categories used on prime sponsor budgets.				
1. Direct Personal Services Costs (From CETA 25 or CETA 5)				
a. Administrative Salary Cost	\$ <u>527</u>			
b. Services Salary Cost		\$ <u>4624</u>		
c. Total Direct Personal Services Costs. (1a plus 1b = 1c)			\$ _____	\$ _____
2. Indirect Supportive Costs for Fiscal and Personnel Management:				
a. 3% of Column I, Line 1a	\$ <u>16</u>			
b. 3% of Column II, Line 1b	\$ <u>139</u>			
c. Total Indirect Personal Services Costs. (2a plus 2b = 2c)			\$ _____	\$ _____
3. Total Personal Services Costs:				
a. Total of 1 and 2 above	\$ <u>682</u>	\$ <u>4624</u>	\$ _____	\$ _____
4. Personnel Benefits: (Multiply Line 3a, Columns I and II by each percentage)				
U. I. (.33%)	\$ <u>37</u>	\$ <u>248</u>		
a. Social Security (.537%)	<u>134</u>	<u>908</u>		
b. Retirement (.1964%)	<u>34</u>	<u>230</u>		
c. Health Insurance (.498%)	<u>5</u>	<u>34</u>		
d. Worker's Compensation (.73 %)	<u>3</u>	<u>21</u>		
e. Total Personnel Benefit Costs .315%	\$ <u>215</u>	\$ <u>1456</u>	\$ _____	\$ _____
5. Nonpersonal Service Costs (Multiply Line 3a, Columns I and II by applicable percentages from the subgrant)				
a. Supplies (.16%)	\$ <u>8</u>	\$ <u>54</u>	\$ _____	\$ _____
b. Communications (.307%)	<u>21</u>	<u>142</u>		
c. Equipment Rent (_____ %)	<u>-</u>	<u>-</u>		
d. Equipment Expense (.55 %)	<u>4</u>	<u>25</u>		
e. Premise Expense (.217%)	<u>15</u>	<u>100</u>		
f. Total Allocated NPS Costs	\$ <u>48</u>	\$ <u>321</u>	\$ _____	\$ _____
Page Subtotal	\$ <u>945</u>	\$ <u>6401</u>	\$ _____	\$ _____

COST ITEMS	COLUMN I ADMINISTRATION*	COLUMN II SERVICES*	COLUMN III CURRENT MONTH TOTALS	COLUMN IV TOTALS TO DATE
* Cost categories used on prime sponsor budgets.				
6. Special Budgeted Nonpersonal Service Costs: (From CETA 8, CETA 9, and CETA 73)				
a. Postage.....	\$ _____		\$ _____	\$ _____
b. Staff Travel: 588.8 ml. x .17 per Staff Travel from DE 262's or CETA 8 Form.....	\$ _____	\$ 100	\$ _____	\$ _____
EDD State cars from CETA 73 Form..	\$ _____	\$ _____	\$ _____	\$ _____
General Services pool cars.....	\$ _____	\$ _____	\$ _____	\$ _____
c. EDD Payment System Costs Explain _____ _____ _____	\$ _____		\$ _____	\$ _____
d. Participant Supportive Services _____ _____ _____		\$ _____ _____ _____	\$ _____	\$ _____
e. Other - Allocate to Appropriate Category _____ _____	\$ _____	\$ _____	\$ _____	\$ _____
f. Other Funds EDD Will Distribute: OJT - Employer Reimbursement Subcontracts		\$ _____		
Work Experience - Wages and Fringe Benefits		_____		
Classroom Training - Allowances, Incentive, etc.		_____		
Classroom Training - Subcontracts..		_____		
Subtotal			\$ _____	\$ _____
g. Total Special Budgeted Items..... (Total a through f, above)	\$ _____	\$ 100	\$ _____	\$ _____
7. Total EDD Staff and Related Costs (Total of Lines 3a, 4e, 5f, and 6g).....	\$ 945	\$ 6501	\$ 7446	\$ _____
	12.69 %	87.3 %	100%	

REMARKS

Reworked based upon negotiations as of November 7, 1980.

Project Manager

Date

Office

Phone

WORKSHEET TO DEVELOP
DIRECT PERSONNEL SERVICE COSTS

[illegible]

BK

RECEIVED JAN 21 1981

MODIFICATION

#

AGREEMENT NO. 80-409

REQUEST FOR MODIFICATION TO CONTRACT #79-390

REQUEST DATE 10/31/80

CETA TITLE: VI

CORRESPONDS TO ANNUAL PLAN MOD #

PROGRAM NAME: West Plainfield Fire Protection MOD #002

Changes herein will have the following effect on federal government funds in this contract

☐ Unchanged
 ☒ Increased by \$ 2,010.68
 ☐ Decreased by \$

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To increase contract as the West Plainfield Fire District employees received a raise on 1-1-80 that was not budgeted for in their contract.

MODIFICATION

FILED

JAN 23 1981

 PETER McNAMITE, Clerk
 By Anna M. Galvin
 DEPUTY

 \$24,786.68
 New grant total and fixed price

Peter McNamite 12-22-80
 Signature of program operator Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC:

☒ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.
☒ Request for modification approved pursuant to the authority of the Governing Board.
 Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Peter McNamite
 Signature of authorized officer

 DEC 2 1980
 Date

 10-01-79
 Effective date of modification

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

☐ ORIGINAL

☒ REVISION NO. 002

DATE 10-31-80

Subgrantee Name and Address:

Contact Person: Gene Stiles

West Plainfield Fire Protection District

Phone 662-8871

Route 1, Box 2415

Period: From 10-1-79 To 9-30-80

Davis, CA 95616

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.									
NOV.									
DEC.									
JAN.									
FEB.									
MAR.									
APR.									
MAY									
JUNE									
JULY									
AUG.									
SEPT.	10-1-79 to 9-30-80					24,786.68			24,786.68
TOTAL						24,786.68			24,786.68

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.								
MAR.								
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.	10-1-79 to 9-30-80		21,854.23	2,932.45				24,786.68
TOTAL			21,854.23	2,932.45				24,786.68

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Bill D. Arnold - Commissioner
Name and Title of Authorized Official
[Signature]
Signature

[Signature] Fiscal Officer
[Signature] CETA Director
Date 10-3-80
Date 10-10-80

FILED

CETA Financial Agreement

Project Application to Provide Vocational Education Services

Form CETA-VE-4

(6-79)

2 originals

5 copies

DEC 30 1980

Under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204)

PETER MCNAMEE, Clerk

See reverse side of this page for assurances

By

DEPUTY

YOLO COUNTY AGREEMENT
NO. 80-410

Project agreement number

81103802 / 0 / 64805

Modification
numberApproved
date

Prime sponsor 204(c)(2)

Project title Allowance Payments for CETA Motorcycle Mech.

Deliverer of services Yolo County Manpower Division, 500 First St., Woodland, CA (916)666-8593

Administrative office

Address

95695

Phone number

Site Center for Employment & Training, 5061-24th St., Sacramento, CA 95822 (916)456-9692

Services site

Address

Phone number

Contact person Robin S. Rutherford

(916)666-8593

Title

Phone number

1. Summary of plan of service or modification

To provide allowance payments to approximately 22 Yolo County CETA participants enrolled in the motorcycle mechanic project administered by Center for Employment and Training.

2. Estimated costs by categories

Cost category	Code	Estimated costs		
		2700	Modification (+ or -)	New
Administration	306			
Training	307			
Allowances	308			30,000
Services	309			
Total				30,000

3. Estimated costs by project activities

Project activity	Code	Estimated costs
Classroom training	317	\$ 30,000
Services/participants	318	\$

4. Requested starting date November 1, 1980
 Requested ending date September 30, 1981
 Number of participants to be served 22

5. Project costs

Object of expenditure classification (See California School Accounting Manual, Part III.)	Cost categories				
	Administration (A) 306	Training (B) 307	Allowances (C) 308	Services (D) 309	Total (E)
1000 Certificated Salaries					
2000 Classified Salaries					
3000 Employee Benefits					
4000 Books, Supplies, and Equipment Replacement					
5000 Contracted Services and Other Operating Expenses					
6000 Capital Outlay (Sites, Building, Books, and New Equipment)					
7000 Other Outlay			30,000		30,000
Totals			30,000		30,000

6. The attached Plan of Services (Form CETA-VE-5), Analytical Statement of Project Cost Estimate (Form CETA-VE-6-A), Project Application Operations Plan (Form CETA-VE-7), and Statement of Assurances (on reverse side) constitute a firm proposal to provide needed vocational education services under the Comprehensive Employment and Training Act Amendments of 1978 (P.L. 95-524, Section 204).

Signed Twyla J. Thompson

Date DEC 2 1980

Phone (916) 666-8407

Name TWYLA J. THOMPSON

Title Chairman, Board of Supervisors
County of Yolo

FOR STATE DEPARTMENT OF EDUCATION USE ONLY

7. Approved by

Signed Gerald W. Nugent

Date 12/17/80

Name GERALD W. NUGENT, Consultant

Title

Assurance and Certifications

1. The Deliverer of Services providing needed Vocational Education Services assures and certifies that: It will comply with the requirements of the Comprehensive Employment and Training Act, hereafter referred to as the Act, and with the Rules and Regulations and policies promulgated thereunder.
2. The Deliverer of Services further assures and certifies that if the Rules and Regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the State Board of Education within 30 days after promulgation of the amendments or revision that it cannot so conform.
3. In addition to the requirements of 1 and 2 above, and consistent with the Rules and Regulations issued pursuant to the Act, the Deliverer of Services makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
 - c. It will comply with the provisions of the federal Hatch Act which limit the political activity of employees.
 - d. It will give the State Department of Education, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to this project.
 - e. The Deliverer of Services, in operating programs funded under the Act, assures that it will administer its programs in full compliance with safeguards against fraud and abuse as set forth in CITA and the CITA regulations; that no portion of this CITA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief.
 - f. Appropriate standards for health and safety in work and training situations will be maintained.
 - g. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
 - h. All programs, services, and activities covered by this application will be operated in accordance with the Act, Rules and Regulations issued thereunder, and (as applicable) the California State Plan for Vocational Education.
 - i. CITA funds will be used to supplement, rather than supplant, the level of funds that would otherwise be available for vocational education programs, activities, or services.
4. The Deliverer of Services also certifies that the information in the application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.
5. Termination of Agreement: The Department of Education may terminate this Agreement, in the following instances, by giving written notice to the Deliverer of Services at least five days prior to the effective termination date stated in the notice:
 - a. If the Deliverer of Services abandons its work under this Agreement or if for any reason the timely completion of such work is rendered improbable, infeasible, impossible, or illegal; or
 - b. If the Department of Labor suspends or terminates its obligations (1) under the Grant Agreement between the United States Department of Labor on one part and the State of California pursuant to Section 204 of the Act, or (2) under the Grant Agreement between the United States of America, Department of Labor on one part and the State of California on the other (a) for Vocational Education Services under CITA.
6. Disposition of Property on Termination: In the event of the termination of this Agreement, or at the end of the term of this Agreement, the Deliverer of Services shall return all personal property to which the Department of Education has title to a place and in a manner directed by the Department of Education.
7. The Deliverer of Services further assures and certifies that it shall complete and submit those reports required by the Department of Education and by federal Rules and Regulations on the dates specified by the Department of Education.
8. Suspension, Termination, or Withholding of Payments: The Department of Education may, at any time in its absolute discretion, elect to suspend or terminate payment to a Deliverer of Services in whole or in

part under this Agreement, or not to make any particular payment under this Agreement, in the event of any of the following occurrences, to wit:

- a. If Deliverer of Services, with or without knowledge, shall have made any misrepresentation of any nature with respect to any information or data furnished the Department of Education in connection with the Agreement.
- b. If there is pending litigation with respect to the performance by the Deliverer of Services of any of its duties or obligations under the Agreement, which may jeopardize or adversely affect the undertaking of the carrying out of the program.
- c. If the Deliverer of Services shall have taken any action pertaining to the program which requires Department of Education approval without having obtained such approval.
- d. If the Deliverer of Services makes ineffective or improper use of CITA funds.
- e. If the Deliverer of Services fails to comply with any of the terms or conditions of this contract.
- f. If the Deliverer of Services submits to the Department any reports which are incorrect or incomplete in any material respect. The Department of Education shall give the Deliverer of Services ten (10) days written notice of its intention to withhold, suspend, or terminate payments under this paragraph. Such notice shall specify the actions, if any, which must be taken by the Deliverer of Services before any payments will be resumed.
9. Title to Property: Title to nonexpendable personal property and equipment which are purchased wholly with CITA funds pursuant to this Agreement shall be vested in the State of California. Title to such property and equipment which are rented or leased with option to purchase by the Deliverer of Services shall, if the Deliverer exercises the option to purchase and all rental, lease, and option payments are made with CITA funds pursuant to this Agreement, be vested in the State of California. In those cases where, upon exercise of an option to purchase, a portion of the rental, lease, and/or option payments was made with CITA funds pursuant to this Agreement, a pro rata portion of title to such property and equipment shall be vested in the State of California.
- For the purpose of determining feasibility of using Manpower Development and Training Act equipment or CITA purchased equipment from other locations, any rental, lease, or purchase of equipment under this Agreement is subject to prior application to, and approval of, the State Department of Education.
10. Payment to Deliverer of Services: State agrees to pay Deliverer of Services for the performance of its said services and duties, subject to and in connection with this Agreement, a sum of money not to exceed

\$30,000

Such sum shall be expended and paid by state to Deliverer of Services during the term of this Agreement on a reimbursement basis for services actually performed by Deliverer of Services and for allowable costs actually incurred by and paid by Deliverer of Services, pursuant to this Agreement, upon receipt by state of a statement or statements in a form approved by state and specifying in detail the services performed by, and the costs incurred by and paid by Deliverer of Services, during the quarter for which payment is requested. Each statement shall cover the quarter preceding the quarter in which payment is to be made and shall be accompanied by such supporting invoices, bills, statements, and other written data and documents as are required by state. Payment to Deliverer of Services shall be made within twenty (20) days, or as soon as state fiscal procedures permit, of receipt by state of all such required statements and supporting documents, including but not limited to, paid invoices, provided that state determines that the items on such statements and supporting data for which payment is requested can properly be paid under this Agreement. Department of Labor regulations, and the Grant Agreement between Department of Labor and the state for vocational education services, as the same may from time to time be amended, in making such determination, the state may rely upon the certification by Deliverer of Services that the items appearing on said statement and supporting data are allowable items for payment under this Plan and Agreement, and such determination by the state shall in no way constitute a waiver by the state of its right to recover from Deliverer of Services the amount of any money paid to Deliverer of Services on any item which is not allowable for payment under the Plan and this Agreement.

CETA Financial Agreement

Project Application Operations Plan

Form CETA-VE-7 (3-80)
1 original
6 copies

Under the
Comprehensive Employment and Training Act Amendments of 1978
(P.L. 95-524, Section 204)

(See instructions on back.)

Project agreement number

8	1	0	3	8	0	2	1	0	1	6	4	8	0	5
Modification number														

Prime sponsor 204(c)(2)Project title Allowance Payments for CET Motorcycle Mechanic Program

Deliverer of services Yolo County Manpower Division, 500 First St., Woodland 95695 (916)666-8593

Name Street address (administrative office) City ZIP Telephone

I. Program Planning Summary

Vocational education enrollment transactions	Number of students, cumulative by quarter, fiscal year-to-date			
	12/31/	3/31/	6/30/	9/30/
(a)	(b)	(c)	(d)	
A. Total participants (sum of items A.1 and A.2)		22	22	22
1. New participants		22	22	22
2. Participants carried over from previous fiscal year		0	0	0
B. Total terminations (sum of items B.1 through B.4)		0	10	22
1. Entered employment		0	8	17
2. Additional positive terminations		0	0	0
3. Transfer to regular CETA		0	0	0
4. Other terminations		0	2	5
C. Planned participants—End of Quarter (A minus B)		22	12	0

II. Cumulative Quarterly Projections of Commitments and Expenditures by Project Activities

Activities	Amount projected, fiscal year to date			
	12/31/	3/31/	6/30/	9/30/
(a)	(b)	(c)	(d)	
A. Total vocational education funds committed		30,000	30,000	30,000
B. Total projected vocational education expenditures (item B.1 plus item B.2)		10,000	20,000	30,000
1. Projected expenditures for classroom training		10,000	20,000	30,000
2. Projected expenditures for services to participants				

CETA Financial Agreement

Analytical Statement of Project Cost Estimate

CETA-VF-6A
(6-79)
2 originals
5 copies

Under the
Comprehensive Employment and Training Act Amendments of 1978
(P.L. 95-524, Section 204)

Page 1 of 1 pages

See reverse side for instructions.

Project agreement number

8	1	0	3	8	0	2	1	0	6	4	2	0	5
Modification number -0-										Approved date			

Name of deliverer of services Yolo County Manpower Division

Object of expenditure classification			Estimated cost by category				
Major classification number	Subclassification number	Name of classification and description (Show computation and basis)	Administration A	Training B	Allowances C	Services D	Total E
7000		Allowances and fringe benefit @ \$3.52/hour x 11 participants* x 775 hours			\$30,000		\$30,000
		*the additional 11 participants will receive allowances through other sources					
		Totals			\$30,000		\$30,000

Instructions

Use as many sheets of Form CETA-VE-6A as required. Number each sheet in the space provided at the upper right corner of the form.

Project agreement number—The project agreement number will be provided by the Manpower Education Section.

Modification number—This space will be left blank for an initial agreement. Assign numbers in consecutive order if this is a modification.

Major classification number—Enter the major object of expenditure classification number applicable to this project from the *California School Accounting Manual*, Part III.*

Subclassification number—Enter the object of expenditure subclassification number from the *California School Accounting Manual*, Part III.*

Name of classification and description—Enter the title of the major object of expenditure classification or subclassification, as appropriate, from the *California School Accounting Manual*, Part III.*

Below the classification or subclassification title, provide a brief analytical basis and computation for estimated costs.

Estimated cost by category—In columns A, B, C, and D, enter the amounts for each object of expenditure subclassification on the appropriate lines. In column E enter the amount for each object of expenditure classification on the appropriate lines. Continue in this manner until all estimated costs for the project have been entered. Total all amounts in columns A, B, C, D, and E on each sheet. Carry forward to next sheet, and enter *grand total* on last sheet.

Example:

Object of expenditure classification			Estimated cost by category				
Major classification number	Subclassification number	Name of classification and description (Show computation and basis.)	Administration A	Training B	Allowances C	Services D	Total E
1000	1100	Certificated Salaries					\$4,300
		Teachers' Salaries (One instructor at \$6 per hour, times 30 hours per week, times 20 weeks equals \$3,600.)		\$3,600			
	1300	Supervisors' Salaries (One coordinator at \$7 per hour, times five hours per week, times 20 weeks equals \$700.)	\$700				
4000	4300	Books, Supplies, and Equipment Replacement . . .					240
		Instructional Supplies (Tests, paper, and pencils at \$12 per student, times 20 students equals \$240.)		240			
		Total	\$700	\$3,840			\$4,540

*If the deliverer of services is a California community college, the object of expenditure information will conform with object categories in the California Community Colleges Budget and Accounting Manual.

TITLE TO NONEXPENDABLE PERSONAL PROPERTY, ACQUIRED WHOLLY OR IN PART WITH FUNDS PROVIDED UNDER THE SPECIAL GRANT TO THE GOVERNOR IN THE COMPREHENSIVE EMPLOYMENT AND TRAINING ACT, SHALL BE VESTED IN THE STATE OF CALIFORNIA.

NOTE ON EQUIPMENT: If funds for major equipment (\$150 or over per item) are included in the project cost estimate, a list of requested equipment (Form CETA-VE-6B) shall be attached to the CETA-VE-6-A form.

Only equipment approved in this project shall be purchased with funds available in this project. If substitution is necessary, contact the Manpower Education Consultant in the Regional Office. He will determine if suitable equipment can be transferred to your program in lieu of purchasing new equipment.

CETA Financial Agreement
Project Application to Provide Vocational Education Services
Plan of Service

Project agreement number

8103802 / 0164805

If additional space is needed to provide complete information, please attach extra pages as required.

I. Project Description

- a. Describe the training and/or services to be provided with the available funds.

Motorcycle Mechanic Training through the Center for Employment and Training in Sacramento, CA. Training is funded through Vocational Education 204(c)(2) funds. Funds in this agreement provide allowance payments to participants.

- b. Identify the agency or agencies responsible for the following activities:

- (1) Selection: Yolo County Manpower Division - Participant Services Section
- (2) Referral: Yolo County Manpower Division - Participant Services Section
- (3) If the Deliverer of Services is to provide selection and/or referral, identify the target significant segments as stated in the Nonfinancial Agreement:

Significant segment and target groups goals are listed in the Manpower Division's CETA Annual Plan for Title IIB.

- (4) Supportive services

Supportive services will be provided by the Yolo County Manpower Division Participant Services Section.

- (5) Placement

The Center for Employment and Training (CET) will be responsible for placement of participants into unsubsidized employment upon successful completion of training. The Yolo County Manpower Division will assist CET in the placement of participants.

(6) Payment of allowances

- (a) Identify the agency responsible for payment of allowances.

Yolo County Manpower Division

- (b) Either describe the system to be used or attach a copy of the allowance payment agreement.

The allowance payment system is operated by the Manpower Division and is in compliance with all CETA regulation.

(7) Workers Compensation or coverage under a medical and accident insurance policy

(a) Carrier: State Compensation Insurance Fund

(b) Policy number: 561528-80

2. Measurable Performance Objectives

State in measurable terms the performance objectives for the program, services, or activity. Include the outcome desired, the level of achievement, the conditions of evaluation, and the estimated time it will take to complete the project. (When participants complete the program, what will they be able to do? How efficiently?)

(Refer to CET Motorcycle Mechanic Training Proposal)

8	1	0	3	8	0	2	,	0	1	6	4	8	0	5
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a. List the occupational trade advisory committee members *for this project* (include affiliation, address, and telephone number)

b. Describe briefly the participation of other advisory groups and public or private agencies or organizations which provide assistance to this project

c. Describe coordination between vocational educational training and/or services and prime sponsors' other activities. Include other sources of funds for this project.

Participants in the CET Motorcycle Mechanic Training will be enrolled in activities that are coordinated with Title IIB activities operated by the Manpower Division.

Does the Deliverer of Services have a course outline on file with the Manpower Education Section? (If not, attach one copy.)

(Refer to CET Motorcycle Mechanic Training Proposal)

5. List the project staff position(s) necessary to achieve the program objectives. Include the qualifications required and duties of each position listed in the budget. (Who is responsible for what?)

(Refer to CET Motorcycle Mechanic Training Proposal)

6. In the instance(s) where a staff member(s) is not working full time on this project, explain (1) how the percentage of time worked on this project will be substantiated; and (2) how the percentage of the salary to be paid by this project will be calculated.

(Refer to CET Motorcycle Mechanic Training Proposal)

6. Affirmative Action

Identify the person responsible for coordination of the affirmative action plan:

Name: Charles Townsend
Title: Assistant Chief of Monitoring and Technical Assistance
Mailing address: 500 First Street, Woodland, CA 95695
Telephone: (916) 666-8374